**OFFER INFORMATION STATEMENT DATED 8 MARCH 2016**
(Lodged with the Monetary Authority of Singapore on 8 March 2016)

**THIS OFFER INFORMATION STATEMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.**

A copy of this Offer Information Statement (as defined herein), together with a copy of each of the ARE (as defined herein), the ARS (as defined herein) and the PAL (as defined herein), issued by New Silkroutes Group Limited (the "**Company**"), have been lodged with the Monetary Authority of Singapore (the "**Authority**"). The Authority assumes no responsibility for the contents of this Offer Information Statement, the ARE, the ARS and the PAL. The lodgement of this Offer Information Statement with the Authority does not imply that the Securities and Futures Act (Chapter 289) of Singapore, or any other legal or regulatory requirements, have been complied with. The Authority has not, in any way, considered the merits of the Company, its subsidiaries, the Rights Shares, the Warrants, the New Shares, being offered pursuant to the Rights cum Warrants Issue (as defined herein), or in respect of which an invitation is made, for investment.

Approval in-principle has been obtained from the Singapore Exchange Securities Trading Limited ("**SGX-ST**") for the listing of and quotation for the Rights Shares, the Warrants and the New Shares on the Official List of the Main Board of the SGX-ST, subject to certain conditions. The approval in-principle granted by the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the New Shares, the Company, its subsidiaries and their securities. The Rights Shares and the Warrants will be respectively admitted to the Official List of the Main Board of the SGX-ST and official quotation will commence after all conditions imposed by the SGX-ST have been satisfied, the Rights Shares certificates and the Warrants certificates have been respectively issued and the notification letters from The Central Depository (Pte) Limited ("**CDP**") have been despatched. The SGX-ST assumes no responsibility for the accuracy of any statements made, reports contained or opinions expressed herein.

**IT SHOULD BE NOTED THAT THE WARRANTS MAY NOT BE LISTED AND QUOTED ON THE OFFICIAL LIST OF THE MAIN BOARD OF THE SGX-ST IN THE EVENT OF AN INSUFFICIENT SPREAD OF HOLDINGS OF THE WARRANTS TO PROVIDE FOR AN ORDERLY MARKET IN THE TRADING OF THE WARRANTS. IN SUCH AN EVENT, HOLDERS OF THE WARRANTS WILL NOT BE ABLE TO TRADE THEIR WARRANTS ON THE OFFICIAL LIST OF THE MAIN BOARD OF THE SGX-ST.** However, if holders of the Warrants were to exercise their rights, subject to the terms and conditions of the Warrants, to convert their Warrants into New Shares, such New Shares will be listed and quoted on the Official List of the Main Board of the SGX-ST.

No Rights Shares and/or Warrants shall be allotted or allocated on the basis of this Offer Information Statement later than six (6) months after the date of lodgement of this Offer Information Statement with the Authority. **YOUR ATTENTION IS DRAWN TO THE SECTION ON "RISK FACTORS" OF THIS OFFER INFORMATION STATEMENT WHICH YOU SHOULD REVIEW CAREFULLY.**

This Offer Information Statement has been prepared solely in relation to the Rights cum Warrants Issue and shall not be relied upon by any other person or for any other purpose.



NEW SILKROUTES
GROUP LIMITED

**NEW SILKROUTES GROUP LIMITED**
(Registration No. 199400571K)
(Incorporated in the Republic of Singapore on 25 January 1994)

**THE PROPOSED RENOUNCEABLE NON-UNDERWRITTEN RIGHTS CUM WARRANTS ISSUE OF UP TO 25,172,385 NEW ORDINARY SHARES ("RIGHTS SHARES") IN THE ISSUED AND PAID-UP CAPITAL OF THE COMPANY AT AN ISSUE PRICE OF S$0.20 FOR EACH RIGHTS SHARE, WITH UP TO 25,172,385 FREE DETACHABLE WARRANTS ("WARRANTS"), EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW ORDINARY SHARE IN THE CAPITAL OF THE COMPANY ("NEW SHARE") AT AN EXERCISE PRICE OF S$0.30 FOR EACH NEW SHARE, ON THE BASIS OF ONE (1) RIGHTS SHARE WITH ONE (1) FREE DETACHABLE WARRANT FOR EVERY FOUR (4) EXISTING ORDINARY SHARES IN THE CAPITAL OF THE COMPANY, HELD BY SHAREHOLDERS OF THE COMPANY AS AT THE BOOKS CLOSURE DATE (DEFINED HEREIN), FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE "RIGHTS CUM WARRANTS ISSUE")**

**IMPORTANT DATES AND TIMES**

| | | |
|---|---|---|
| Last date and time for splitting | : | 17 March 2016 at 5:00 p.m. |
| Last date and time for acceptance and payment | : | 23 March 2016 at 5.00 p.m. (9.30 p.m. for Electronic Applications (as defined herein) through ATMs (as defined herein) of Participating Banks (as defined herein)) |
| Last date and time for renunciation and payment | : | 23 March 2016 at 5.00 p.m. |
| Last date and time for excess application and payment | : | 23 March 2016 at 5.00 p.m. (9.30 p.m. for Electronic Applications through ATMs of Participating Banks) |

## IMPORTANT NOTICE

Capitalised terms used below which are not otherwise defined herein shall have the same meanings as ascribed to them under the "**Definitions**" section of this Offer Information Statement.

**For Entitled Depositors (as defined herein), acceptances of the Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares (as defined herein) with Warrants may only be made through CDP or by way of an Electronic Application at any ATM of a Participating Bank.**

**For Entitled Scripholders (as defined herein), acceptances of the Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants may be made through the Share Registrar, B.A.C.S. Private Limited.**

**For investors who hold Shares through finance companies or Depository Agents, acceptances of the Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants must be done through their respective finance companies or Depository Agents, and in the case of investors who had bought Shares under the CPF Investment Scheme-Ordinary Account ("CPFIS Members"), their respective approved CPF agent bank. Any application made directly to CDP, the Share Registrar or the Company or through the ATMs of the Participating Banks will be rejected.**

**For CPFIS Members, acceptances of the Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants can only be made using, subject to applicable CPF rules and regulations, their CPF account savings ("CPF Funds"). In the case of insufficient CPF Funds or stock limit, CPFIS Members could top up cash into their CPF Investment Accounts before instructing their respective approved CPF agent banks to accept the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. CPF Funds cannot, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market.**

**For Shareholders who have subscribed for or purchased Shares under the SRS (as defined herein), subject to applicable SRS rules and regulations, they must use monies standing to the credit of their respective SRS accounts to pay for the acceptance of their entitlements to the Rights Shares with Warrants and (if applicable) application for excess Rights Shares with Warrants. Such Shareholders who wish to accept their entitlements to the Rights Shares with Warrants and (if applicable) apply for excess Rights Shares with Warrants using SRS monies, must instruct the relevant banks in which they hold their SRS accounts to accept their entitlements to the Rights Shares with Warrants and (if applicable) apply for excess Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement. Such Shareholders who have insufficient funds in their SRS accounts may, subject to the SRS contribution cap, deposit cash into their SRS accounts with their approved banks before instructing their respective approved banks to accept their entitlements to the Rights Shares with Warrants and (if applicable) apply for excess Rights Shares with Warrants. SRS monies may not, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market.**

The existing Shares are quoted on the Official List of the Main Board of the SGX-ST.

Persons wishing to subscribe for the Rights Shares with Warrants offered by this Offer Information Statement should, before deciding whether to so subscribe, carefully read this Offer Information Statement in its entirety in order to make an informed assessment of the affairs of the Group, including but not limited to, the assets and liabilities, profits and losses, financial position and performance and prospects of the Group, and the rights and liabilities attaching to the Rights Shares with Warrants. They should also make their own independent enquiries and investigations of any assumptions, upon which financial projections, if any, are made or based and carefully consider this Offer Information Statement in light of their personal circumstances (including financial and taxation affairs). It is recommended that such persons seek professional advice from their accountant, stockbroker, bank manager, lawyer or other professional adviser before deciding whether to acquire the Rights Shares with Warrants or invest in the Company.

No person has been authorised to give any information or to make any representations other than those contained in this Offer Information Statement, in connection with the Rights cum Warrants Issue or the issue of the Rights Shares, the Warrants or the New Shares and, if given or made, such information or representations must not be relied upon as having been authorised by the Company. Save as expressly stated in this Offer Information Statement, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Company or the Group.

Neither the delivery of this Offer Information Statement nor the issue of the Rights Shares, the Warrants or the New Shares shall, under any circumstances, constitute a continuing representation, or give rise to any implication, that there has been no material change in the affairs of the Company or the Group or any of the information contained herein since the date hereof. Where such changes occur after the date hereof and are material, or are required to be disclosed by law and/or the SGX-ST, the Company may make an announcement of the same to SGX-ST and, if required, lodge a supplementary or replacement document with the Authority. All Entitled Shareholders (as defined herein) of the Company should take note of any such announcement and, upon the release of such announcement or lodgement of such supplementary or replacement documents, as the case may be, shall be deemed to have notice of such changes.

The Company is not making any representation to any person regarding the legality of an investment in the Rights Shares, the Warrants or the New Shares by such person under any investment or any other laws or regulations. No information in this Offer Information Statement should be considered to be business, financial, legal or tax advice. Each prospective investor should consult his own professional or other adviser for business, financial, legal or tax advice regarding an investment in the Rights Shares, the Warrants or the New Shares.

Nothing in this Offer Information Statement or the accompanying documents shall be construed as a recommendation to accept or purchase the Rights Shares, the Warrants or the New Shares. Prospective subscribers of the Rights Shares, the Warrants or the New Shares should rely on their own investigation of the financial condition and affairs, appraisal and determination of the merits of investing in the Company and the Group and shall be deemed to have done so.

This Offer Information Statement and the accompanying documents have been prepared solely for the purpose of the acceptance and subscription of the Rights Shares with Warrants under the Rights cum Warrants Issue, and may not be relied upon by any persons (other than Entitled Shareholders to whom it is despatched by the Company) or for any other purpose.

This Offer Information Statement may not be used for the purpose of, and does not constitute, an offer, invitation to or solicitation by anyone in any jurisdiction or in any circumstances in which such an offer, invitation or solicitation is unlawful or not authorised or to any person to whom it is unlawful to make such an offer, invitation or solicitation.

**The distribution of this Offer Information Statement and/or its accompanying documents, and/or the purchase or subscription for the Rights Shares with Warrants may be prohibited or restricted by law (either absolutely or subject to various requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant laws of those jurisdictions. Entitled Shareholders or any other person having possession of this Offer Information Statement and/or its accompanying documents are advised by the Company to keep themselves informed of and observe such prohibitions and restrictions at their own expense and without liability to the Company.**

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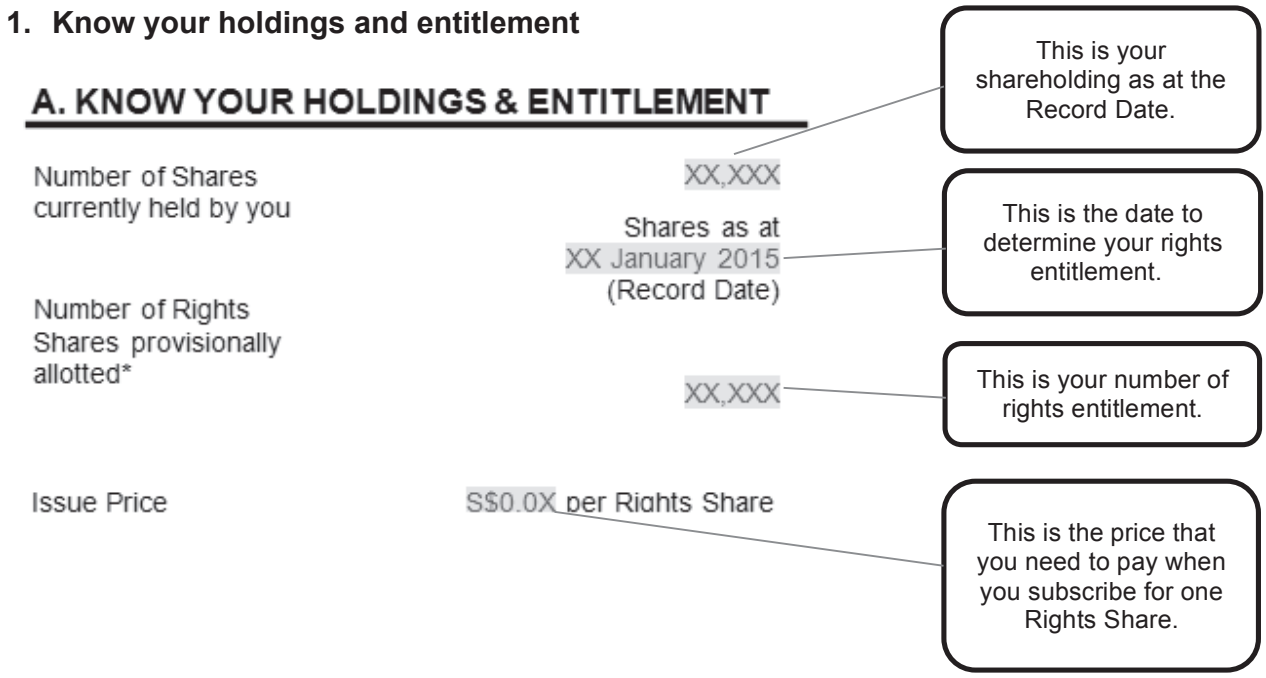
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## PROCEDURE TO COMPLETE THE ARE

### 1. Know your holdings and entitlement



**A. KNOW YOUR HOLDINGS & ENTITLEMENT**

| | |
|---|---|
| Number of Shares currently held by you | XX,XXX |
| | Shares as at XX January 2015 (Record Date) |
| Number of Rights Shares provisionally allotted* | XX,XXX |
| Issue Price | S$0.0X per Rights Share |

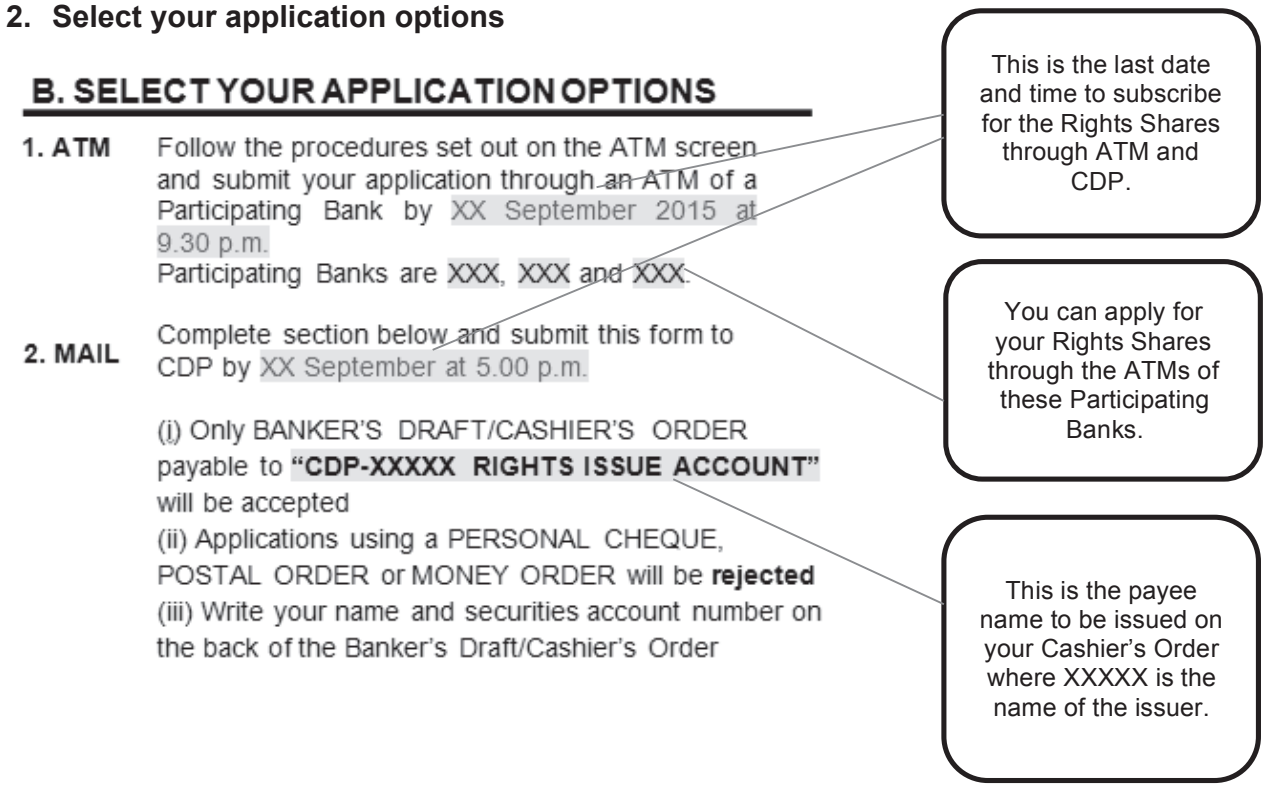
This is your shareholding as at the Record Date.

This is the date to determine your rights entitlement.

This is your number of rights entitlement.

This is the price that you need to pay when you subscribe for one Rights Share.

### 2. Select your application options



**B. SELECT YOUR APPLICATION OPTIONS**

**1. ATM** Follow the procedures set out on the ATM screen and submit your application through an ATM of a Participating Bank by XX September 2015 at 9.30 p.m.
Participating Banks are XXX, XXX and XXX.

**2. MAIL** Complete section below and submit this form to CDP by XX September at 5.00 p.m.

(i) Only BANKER'S DRAFT/CASHIER'S ORDER payable to **"CDP-XXXXX RIGHTS ISSUE ACCOUNT"** will be accepted
(ii) Applications using a PERSONAL CHEQUE, POSTAL ORDER or MONEY ORDER will be **rejected**
(iii) Write your name and securities account number on the back of the Banker's Draft/Cashier's Order

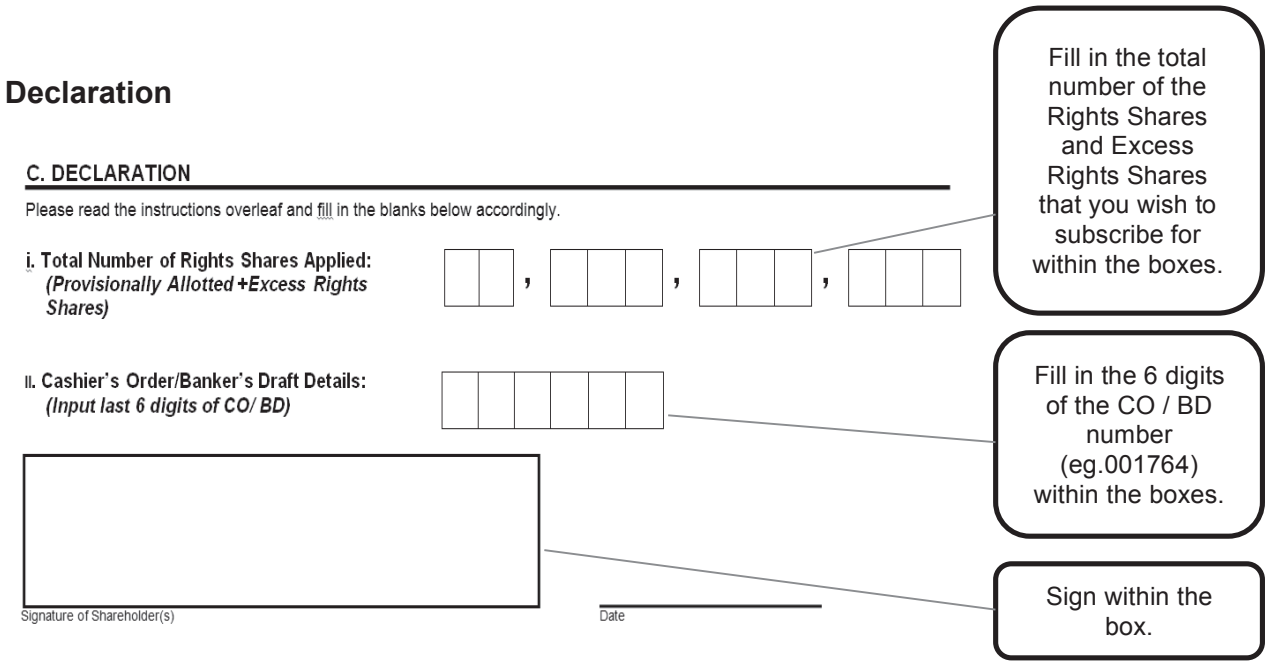
This is the last date and time to subscribe for the Rights Shares through ATM and CDP.

You can apply for your Rights Shares through the ATMs of these Participating Banks.

This is the payee name to be issued on your Cashier's Order where XXXXX is the name of the issuer.

Note: Please refer to the ARE/ARS for the actual holdings, entitlements, Record Date, Issue Price, Closing Date for subscription, list of Participating Banks and payee name on the Cashier's Order.

## Declaration



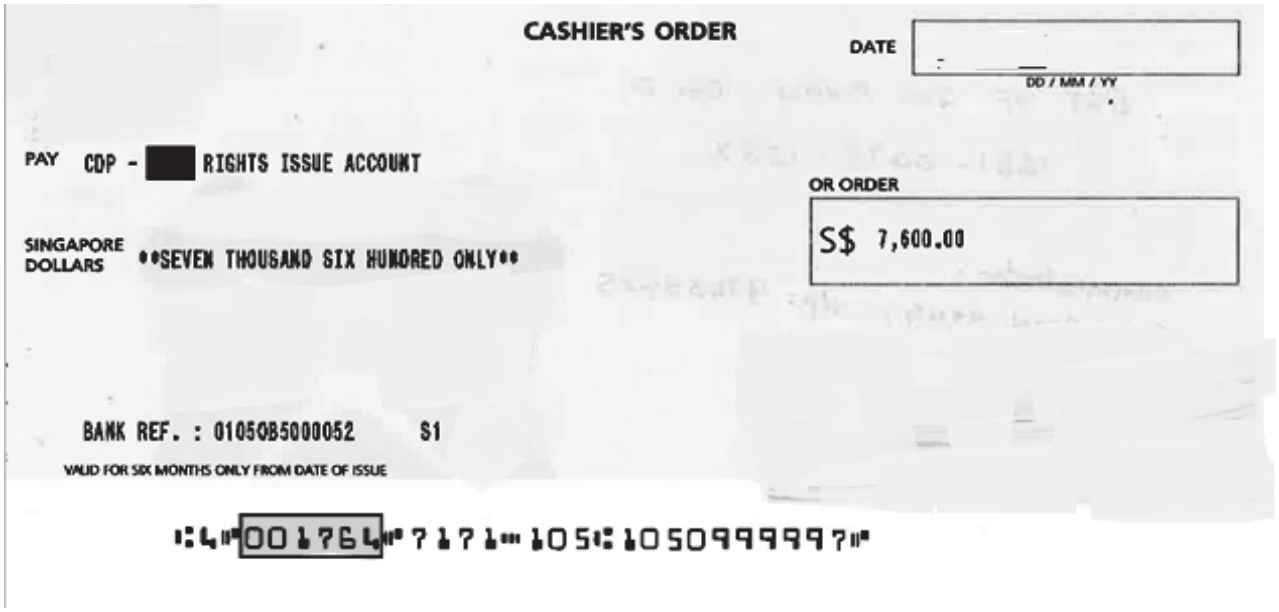

Notes:

(i) If the total number of Rights Shares applied for exceeds the provisional allotted holdings in your CDP Securities Account as at the Closing Date, the number of Rights Shares in excess would be subject to the Excess Rights Shares allocation procedure.

(ii) The total number of Rights Shares applied for will be based on the cash amount stated in your Cashier's Order/Banker's Draft. The total number of Rights Shares will be appropriated accordingly if the quantity applied for exceeds the stated cash amount.

(iii) Please submit one Cashier's Order per application form.

## 3. Sample of a Cashier's Order



## DEFINITIONS

For the purpose of this Offer Information Statement, the PAL, the ARE and the ARS, the following definitions apply throughout unless the context otherwise requires or unless otherwise stated:

| | | |
|---|---|---|
| **"2Q2015"** | : | The six months' period ended 31 December 2014 |
| **"2Q2016"** | : | The six months' period ended 31 December 2015 |
| **"Act" or "Companies Act"** | : | The Companies Act, Chapter 50, of Singapore, as amended or modified from time to time |
| **"Announcement"** | : | The announcement released by the Company on 30 December 2015 in relation to the Rights cum Warrants Issue |
| **"ARE"** | : | Application and acceptance form for Rights Shares with Warrants and Excess Rights Shares with Warrants to be issued to Entitled Depositors in respect of their provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue |
| **"ARS"** | : | Application and acceptance form for Rights Shares with Warrants to be issued to purchasers of the provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue traded on the Official List of the Main Board of the SGX-ST through the book-entry (scripless) settlement system |
| **"Associate"** | : | (a) In relation to any Director, the Chief Executive Officer of the Company, Substantial Shareholder or a Controlling Shareholder (being an individual) means:<br>(i) his immediate family,<br>(ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object, and<br>(iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more;<br>(b) In relation to a Substantial Shareholder or a Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more |
| **"ATM"** | : | Automated teller machine(s) of a Participating Bank |
| **"Authority"** | : | Monetary Authority of Singapore |
| **"Board" or "Board of Directors"** | : | The board of directors of the Company as at the Latest Practicable Date |
| **"Books Closure Date"** | : | 5.00 p.m. on 4 March 2016, being the time and date at and on which the Register of Members and Share Transfer Books of the Company were closed to determine the provisional allotments of Rights Shares with Warrants of Entitled Shareholders under the Rights cum Warrants Issue |
| **"CDP"** | : | The Central Depository (Pte) Limited |

| | | |
|---|---|---|
| **"Closing Date"** | : | 5.00 p.m. on 23 March 2016, being the last time and date for acceptance and/or excess application and payment of the Rights Shares with Warrants under the Rights cum Warrants Issue through CDP or the Share Registrar; or the last time and date for acceptance and/or excess application and payment of the Rights Shares with Warrants under the Rights cum Warrants Issue through an Electronic Application |
| **"Company"** | : | New Silkroutes Group Limited |
| **"Constitution"** | : | The Constitution of the Company, as amended from time to time |
| **"Control"** | : | The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company |
| **"Controlling Shareholder"** | : | A person who:<br>(a) holds directly or indirectly 15% or more of the nominal amount of all voting Shares in the Company. The SGX-ST may determine that a person who satisfies this paragraph is not a controlling shareholder; or<br>(b) in fact exercises Control over the Company |
| **"Council" or "SIC"** | : | The Securities Industry Council of Singapore |
| **"CPF"** | : | The Central Provident Fund |
| **"CPFIS"** | : | CPF Investment Scheme |
| **"CPFIS-OA"** | : | CPF Investment Scheme – Ordinary Account |
| **"CPF Approved Bank"** | : | Any bank appointed by the CPF Board to be a bank for the purposes of the Central Provident Fund (Investment Schemes) Regulations, as may be modified or amended from time to time |
| **"CPF Board"** | : | The Board of the CPF established pursuant to the Central Provident Fund Act, Chapter 36, of Singapore |
| **"CPF Funds"** | : | Monies standing to the credit of the CPF savings account of CPF members under the CPFIS-OA |
| **"CPFIS Members"** | : | Shareholders who bought Shares under the CPFIS |
| **"Deed Poll"** | : | The deed poll to be executed by the Company for the purpose of constituting the Warrants and containing, amongst others, provisions for the protection of the interests and rights of the Warrantholders |
| **"Directors"** | : | The directors of the Company as at the date of this Offer Information Statement |
| **"Electronic Application"** | : | Acceptance of the Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants made through an ATM of a Participating Bank in accordance with the terms and conditions of the Offer Information Statement and the relevant procedures for electronic application at ATMs as set out in the Offer Information Statement or on the ATM screens |

| | | |
|---|---|---|
| **"Entitled Depositors"** | : | Shareholders with Shares entered against their names in the Depository Register, maintained by CDP, as at the Books Closure Date and whose registered addresses with the CDP are in Singapore as at the Books Closure Date or who have, at least three (3) Market Days prior to the Books Closure Date, provided CDP, with addresses in Singapore for the service of notices and documents |
| **"Entitled Scripholders"** | : | Shareholders whose share certificates have not been deposited with CDP and who have tendered to the Share Registrar valid transfers of their Shares and the certificates relating thereto for registration up to the Books Closure Date and whose registered addresses with the Company are in Singapore as at the Books Closure Date or who have, at least three (3) Market Days prior to the Books Closure Date, provided the Share Registrar with addresses in Singapore for the service of notices and documents |
| **"Entitled Shareholders"** | : | Entitled Depositors and Entitled Scripholders |
| **"EPS"** | : | Earnings per share |
| **"Excess Applications"** | : | Applications by Entitled Shareholders of Rights Shares with Warrants in excess of their provisional allotments of Rights Shares with Warrants |
| **"Excess Rights Shares"** | : | Rights Shares, which are available for application by the Entitled Shareholders subject to the terms and conditions in the Offer Information Statement, (if applicable) the Constitution of the Company and the ARE, comprising Rights Shares as are not validly taken up by the Entitled Shareholders, the original allottee(s) or their respective Renouncee(s) or Purchaser(s) of provisional allotments of the Rights Shares, together with the aggregated fractional entitlements to the Rights Shares (if any) and any Rights Shares that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the ARE, the Offer Information Statement and (if applicable) the Constitution of the Company |
| **"Exercise Period"** | : | The period of which the Warrants may be exercised commencing on and including the date of issue of the Warrants and expiring at 5:00 p.m. on the date immediately preceding the third (3rd) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members of the Company is closed or is not a Market Day, in which event the Warrants shall expire on the date prior to the closure of the Register of Members of the Company or on the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Register of Warrantholders may be closed), subject to the terms and conditions of the Warrants to be set out in the Deed Poll. The right to exercise the Warrants will not be extended beyond the Exercise Period |
| **"Exercise Price"** | : | The sum payable in respect of each New Share to which the Warrantholders will be entitled to subscribe upon the exercise of a Warrant, which shall be S$0.30, subject to certain adjustments in accordance with the terms and conditions of the Warrants to be set out in the Deed Poll |
| **"Existing Issued Share Capital"** | : | The existing issued share capital (excluding treasury shares) of the Company comprising 100,689,542 Shares as at the Latest Practicable Date |

| | | |
|---|---|---|
| **"Foreign Purchasers"** | : | Purchasers whose registered addresses with CDP are outside Singapore and who had not, at least three (3) Market Days prior to the Books Closure Date, provided to CDP or the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents |
| **"Foreign Shareholders"** | : | Shareholders whose registered addresses with the Company or CDP are outside Singapore as at the Books Closure Date and who had not, at least three (3) Market Days prior to the Books Closure Date, provided to CDP or the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents |
| **"FY"** | : | Financial year ended or ending 30 June, as the case may be |
| **"Group"** | : | The Company and its subsidiaries, collectively, as at the Latest Practicable Date |
| **"Issue Price"** | : | S$0.20 for each Rights Share |
| **"Latest Practicable Date"** | : | 1 March 2016, being the latest practicable date prior to the printing of this Offer Information Statement |
| **"Listing Manual"** | : | The listing manual of SGX-ST, as amended or modified from time to time |
| **"Market Day"** | : | A day on which the SGX-ST is open for trading in securities |
| **"NAV"** | : | Net Asset Value |
| **"New Shares"** | : | The new Shares to be issued by the Company, credited as fully paid, upon the exercise of the Warrants, including, where the context admits, such new Shares arising from the exercise of any additional Warrants as may be required or permitted to be issued in accordance with the terms and conditions of the Warrants as set out in the Deed Poll |
| **"NTA"** | : | Net tangible assets |
| **"Offer Information Statement"** | : | This document together with (where the context requires) the PAL, the ARE, the ARS and all other accompanying documents, including any supplementary or replacement document which may be issued by the Company in connection with the Rights cum Warrants Issue |
| **"PAL"** | : | The provisional allotment letter to be issued to the Entitled Scripholders, setting out the provisional allotment of Rights Shares under the Rights cum Warrants Issue |
| **"Participating Banks"** | : | DBS Bank Ltd (including POSB), Oversea-Chinese Banking Corporation Limited and United Overseas Bank Limited and its subsidiary, Far Eastern Bank Limited and "**Participating Bank**" refers to any one of them |
| **"Purchasers"** | : | The purchasers of the provisional allotments of Rights Shares with Warrants traded on the Official List of the Main Board of the SGX-ST under the book-entry (scripless) settlement system |

| | | |
|---|---|---|
| **"Record Date"** | : | In relation to any dividends, rights, allotments or other distributions, the date as at the close of business (or such other time as may have been notified by the Company) on which Shareholders must be registered with the Company or with CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions |
| **"Register of Members"** | : | Register of members of the Company |
| **"Register of Warrantholders"** | : | Register of warrantholders of the Company |
| **"Renouncee"** | : | Person to whom an Entitled Shareholder renounces his provisional allotment of Rights Shares with Warrants under the Rights cum Warrants Issue |
| **"Rights cum Warrants Issue"** | : | The renounceable non-underwritten rights cum warrants issue by the Company of up to 25,172,385 Rights Shares at the Issue Price, with up to 25,172,385 free detachable Warrants, each Warrant carrying the right to subscribe for one (1) New Share at the Exercise Price, on the basis of one (1) Rights Share with one (1) free detachable Warrant for every four (4) existing Shares, held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded |
| **"Rights Shares"** | : | Up to 25,172,385 new Shares to be allotted and issued by the Company pursuant to the Rights cum Warrants Issue |
| **"Scripholders"** | : | Shareholders whose Shares are registered in their own names and whose share certificates are not deposited with CDP |
| **"Securities Account"** | : | Securities account maintained by a Depositor with CDP but does not include a securities sub-account maintained with a Depository Agent |
| **"SFA" or "Securities and Futures Act"** | : | Securities and Futures Act, Chapter 289 of Singapore, as amended or modified from time to time |
| **"SGX-ST"** | : | The Singapore Exchange Securities Trading Limited |
| **"SGXNET"** | : | The SGXNET Corporate Announcement System, being a system network used by listed companies to send information and announcements to the SGX-ST or any other system networks prescribed by the SGX-ST |
| **"Shares"** | : | Ordinary shares in the capital of the Company, and each a "**Share**" |
| **"Share Registrar"** | : | B.A.C.S. Private Limited |
| **"Shareholders"** | : | Registered holders of Shares in the Register of Members of the Company, except that where the registered holder is CDP, the term "**Shareholders**" shall, in relation to such Shares and where the context so admits, mean the Depositors whose Securities Accounts are credited with those Shares |
| **"Singapore"** | : | The Republic of Singapore |
| **"SRS"** | : | Supplementary Retirement Scheme |
| **"SRS Approved Banks"** | : | Approved banks in which SRS Members hold their accounts under the SRS |
| **"SRS Funds"** | : | Monies standing to the credit of the SRS accounts of SRS Members under the SRS |

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| **"SRS Members"** | : | Members under the SRS |
| **"Subsidiary"** | : | A corporation which is for the time being a subsidiary of the Company within the meaning of Section 5 of the Companies Act |
| **"Substantial Shareholder"** | : | A person who has an interest (directly or indirectly) of 5% or more of the total issued voting Shares of the Company |
| **"S$" and "cents"** | : | The lawful currency of the Republic of Singapore |
| **"Takeover Code"** | : | The Singapore Code on Takeovers and Mergers, as amended or modified from time to time |
| **"Unit Share Market"** | : | The unit share market of the SGX-ST, which allows the trading of single shares |
| **"US$" and "US cents"** | : | The lawful currency of the United States of America |
| **"Warrants"** | : | Up to 25,172,385 free detachable warrants in registered form to be allotted and issued by the Company together with the Rights Shares pursuant to the Rights cum Warrants Issue and (where the context so admits) such additional warrants as may be required or permitted to be allotted and issued by the Company pursuant to the terms and conditions of the Warrants to be set out in the Deed Poll (any such additional Warrants to rank *pari passu* with the Warrants to be issued together with the Rights Shares for all purposes to form part of the same series of Warrants constituted by the Deed Poll), each Warrant entitling the holder thereof to subscribe for one (1) New Share at the Exercise Price, subject to the terms and conditions to be set out in the Deed Poll |
| **"Warrantholders"** | : | Registered holders of the Warrants, except that where the registered holder is CDP, the term "Warrantholders" shall, in relation to such Warrants and where the context admits, mean the Entitled Depositors whose Securities Account are credited with such Warrants |
| **"Warrant Agent"** | : | B.A.C.S. Private Limited |
| **"%" or "per cent"** | : | Percentage or per centum |

The terms "**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the same meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act.

The term "**subsidiary**" shall have the meaning ascribed to it in Section 5 of the Companies Act.

Words importing the singular shall, where applicable, include the plural and vice versa. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall, where applicable, include corporations.

Any reference in this Offer Information Statement, the PAL, the ARE and the ARS to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the SFA or the Listing Manual or any modification thereof, which is not otherwise defined and is used in this Offer Information Statement, shall, where applicable, have the meaning assigned to it under the Companies Act, the SFA or the Listing Manual or such statutory or regulatory modification thereof, as the case may be, unless otherwise provided.

Any reference to a time of day and dates in this Offer Information Statement, the PAL, the ARE and the ARS shall be a reference to Singapore time and dates unless otherwise stated.

Any discrepancies in figures included in this Offer Information Statement between the amounts listed and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Offer Information Statement may not be an arithmetic aggregation of the figures that precede them.

References in this Offer Information Statement to "**we**", "**our**" and "**us**" refer to the Group.

## EXPECTED TIMETABLE OF KEY EVENTS

The important dates and times for the Rights cum Warrants Issue are as follows:

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| Shares trade ex-rights | : | 2 March 2016 from 9.00 a.m. |
| Books Closure Date | : | 4 March 2016 at 5:00 p.m. |
| Date of lodgement of the Offer Information Statement | : | 8 March 2016 |
| Despatch of Offer Information Statement (together with the ARE or PAL, as the case may be) to the Entitled Shareholders | : | 9 March 2016 |
| Commencement of trading of "nil-paid" rights | : | 9 March 2016 from 9.00 a.m. |
| Last date and time for splitting "nil-paid" rights | : | 17 March 2016 at 5.00 p.m. |
| Last date and time for trading of "nil-paid" rights | : | 17 March 2016 at 5.00 p.m. |
| Last date and time for acceptance of and payment for Rights Shares | : | 23 March 2016 at 5.00 p.m. (9.30 p.m. for Electronic Applications) |
| Last date and time for acceptance of and payment for Rights Shares by Renouncees | : | 23 March 2016 at 5.00 p.m. (9.30 p.m. for Electronic Applications) |
| Last date and time for application of and payment for Excess Rights Shares | : | 23 March 2016 at 5.00 p.m. (9.30 p.m. for Electronic Applications) |
| Expected date for issuance of Rights Shares | : | 31 March 2016 |
| Expected date for issuance of the Warrants | : | 31 March 2016 |
| Expected date for crediting of Rights Shares and Warrants | : | 1 April 2016 |
| Expected date for refund of unsuccessful applications (if made through CDP) | : | 1 April 2016 |
| Expected date and time for the listing and commencement of trading of Rights Shares | : | 1 April 2016 from 9.00 a.m. |
| Expected date and time for the listing and commencement of trading of Warrants (subject to there being an adequate spread of holdings of the Warrants to provide an orderly market in the trading of the Warrants) | : | 4 April 2016 from 9.00 a.m. |

The above timetable is indicative only and is subject to change. As at the Latest Practicable Date, the Company does not expect the above timetable to be modified. However, the Company may, upon consultation with its advisers and with the approval of the SGX-ST, modify the above timetable subject to any limitations under any applicable laws. In such an event, the Company will publicly announce the same through a SGXNET announcement to be posted on the SGX-ST's website at http://www.sgx.com.

**The Rights cum Warrants Issue will not be withdrawn after commencement of ex-rights trading pursuant to Rule 820(1) of the Listing Manual.**

## ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

### 1 ENTITLED SHAREHOLDERS

Entitled Shareholders will be entitled to participate in the Rights cum Warrants Issue and to receive the Offer Information Statement together with the AREs or PALs, as the case may be, and the accompanying documents at their respective Singapore addresses. Entitled Depositors who do not receive the Offer Information Statement and the AREs may obtain them from CDP for the period up to the Closing Date. Entitled Scripholders who do not receive the Offer Information Statement and the PALs may obtain them from the Share Registrar during the period up to the Closing Date.

Entitled Shareholders will be provisionally allotted the Rights Shares with Warrants under the Rights cum Warrants Issue on the basis of their shareholdings as at the Books Closure Date. They are at liberty to accept, decline (in full or in part), renounce or, in the case of the Entitled Depositors only, trade their provisional allotments of Rights Shares with Warrants on the SGX-ST during the provisional allotment trading period prescribed by the SGX-ST, and are eligible to apply for Excess Rights Shares with Warrants under the Rights cum Warrants Issue. For the avoidance of doubt, only Entitled Shareholders (and not the Purchasers or the Renouncees) shall be entitled to apply for Excess Rights Shares with Warrants under the Rights cum Warrants Issue.

**All dealings in and transactions of the provisional allotments of the Rights Shares with Warrants through the SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PALs to be issued to Entitled Scripholders will not be valid for delivery pursuant to trades done on the SGX-ST.**

Entitled Depositors should note that all correspondences and notices will be sent to their last registered mailing addresses with CDP. Entitled Depositors are reminded that any request to CDP to update their records or effect any change in address must reach CDP at #01-19/20, The Metropolis, 9 North Buona Vista Drive, Singapore 138588, not later than three (3) Market Days before the Books Closure Date.

Entitled Scripholders should note that all correspondences and notices will be sent to their last registered address with the Share Registrar. Entitled Scripholders are reminded that any request to update their records or effect any change in address must reach the Company, c/o B.A.C.S. Private Limited, 8 Robinson Road #03-00, ASO Building, Singapore 048544, not later than three (3) Market Days before the Books Closure Date. Entitled Scripholders are encouraged to open Securities Accounts if they have not already done so and to deposit their share certificates with CDP prior to the Books Closure Date so that their Securities Accounts may be credited by CDP with their Shares and the provisional allotments of the Rights Shares. Entitled Scripholders should note that their Securities Accounts will only be credited with the Shares on the 12$^{th}$ Market Day from the date of lodgement of the share certificates with CDP or such other date as CDP may determine.

**For SRS Members who have subscribed for or purchased Shares under the SRS, subject to applicable SRS rules and regulations, they must use SRS Funds to pay for the acceptance of their entitlements to the Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants.**

CPFIS Members may use, subject to applicable CPF rules and regulations, their CPF Funds to pay for the Rights Shares with Warrants. CPFIS Members, who have acquired the Shares using their respective CPF funds under the CPFIS-OA, can only use their respective CPF Funds to pay for the Rights Shares with Warrants. In the case of insufficient CPF funds or stock limit, the CPFIS Member must top up cash into their respective CPF investment accounts before instructing their respective approved banks to accept the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. **CPF Funds may not, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market.**

CPFIS Members who wish to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants using CPF Funds will need to instruct the respective approved CPF agent banks, where such CPFIS Members hold their CPF investment accounts, to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement. **Any acceptance and/or application by CPFIS Members to accept their provisional**

**allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants made directly through CDP, the Share Registrar and/or the Company, will be rejected.**

Such Entitled Shareholders, who wish to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants using SRS Funds, must instruct the relevant SRS Approved Banks to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement. Such Entitled Shareholders who have insufficient funds in their SRS accounts may, subject to the SRS contribution cap, deposit cash into their SRS accounts with their respective SRS Approved Banks before instructing their respective SRS Approved Banks to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. SRS Members are advised to provide their respective SRS Approved Banks with the appropriate instructions no later than the deadlines set by their respective SRS Approved Banks in order for their respective SRS Approved Banks to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. **SRS Funds may not, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market. Any acceptance of the Rights Shares with Warrants provisionally allotted and (if applicable) application for Excess Rights Shares with Warrants directly to CDP, the Share Registrar and/or the Company will be rejected.**

The Rights Shares with Warrants which are not otherwise taken up or allotted for any reason shall be used to satisfy Excess Rights Shares applications (if any) as the Directors, may, in their absolute discretion, deem fit in the interests of the Company. All fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at Entitled Shareholders' entitlements and will, together with the provisional allotments which are not taken up or allotted for any reason, be aggregated and used to satisfy excess applications for Rights Shares with Warrants (if any), or otherwise disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

In the allotment of Excess Rights Shares with Warrants, preference will be given to Shareholders for rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation (direct or through a nominee) on the board of the Company will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants. The Company will not make any allotment and issue of Rights Shares with Warrants that will result in a transfer of controlling interest in the Company unless otherwise approved by Shareholders in a general meeting.

The procedures for, and the terms and conditions applicable to, acceptances, renunciation and/or sales of the provisional allotments of Rights Shares with Warrants and for the applications for Excess Rights Shares with Warrants, including the different modes of acceptance or application and payment, are contained in Appendices 2, 3 and 4 to this Offer Information Statement and in the PAL, the ARE and the ARS.

## 2 FOREIGN SHAREHOLDERS

This Offer Information Statement and its accompanying documents relating to the Rights cum Warrants Issue have not been and will not be registered, filed or lodged in any jurisdiction other than in Singapore. The distribution of this Offer Information Statement and its accompanying documents may be prohibited or restricted (either absolutely or subject to various relevant securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions. For practical reasons and in order to avoid any violation of the securities legislation applicable in jurisdictions other than Singapore, the Rights cum Warrants Issue is only made in Singapore and this Offer Information Statement and its accompanying documents have not been and will not be despatched to Foreign Shareholders or into any jurisdiction outside Singapore.

**Accordingly, Foreign Shareholders will not be entitled to participate in the Rights cum Warrants Issue. No provisional allotment of Rights Shares with Warrants has been made to Foreign Shareholders and no purported acceptance thereof or application therefor by Foreign Shareholders will be valid.**

This Offer Information Statement and its accompanying documents will also not be despatched to Foreign Purchasers. Foreign Purchasers who wish to accept any provisional allotments of Rights Shares with Warrants credited by CDP to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore. Further, any Renouncees of an Entitled Scripholder, whose address as stated in the PAL is outside Singapore, will not be entitled to accept the provisional allotment of Rights Shares with Warrants renounced to him. The Company further reserves the right to reject any acceptances of Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants where it believes, or has reason to believe, that such acceptances and/or applications may violate the applicable legislation of any jurisdiction. The Company reserves the right to treat as invalid any ARE, ARS or PAL which (a) appears to the Company or its agents to have been executed in any jurisdiction outside Singapore which may violate the applicable legislation of such jurisdiction, (b) provides an address outside Singapore for the receipt of the physical certificate(s) for the Rights Shares and Warrants or which requires the Company to despatch the physical certificate(s) to an address in any jurisdiction outside Singapore; or (c) purports to exclude any deemed representation or warranty.

If it is practicable to do so, arrangements may, at the discretion of the Company, be made for the provisional allotments of Rights Shares with Warrants which would otherwise have been provisionally allotted to Foreign Shareholders to be sold "nil paid" on the SGX-ST as soon as practicable, after dealings in the provisional allotments of Rights Shares with Warrants commence. Such sales will, however, only be effected if the Company, in its absolute discretion, determines that a premium can be obtained from such sales, after taking into account expenses to be incurred in relation thereto.

The net proceeds from all such sales, after deduction of all expenses therefrom, will be pooled and thereafter distributed to Foreign Shareholders in proportion to their respective shareholdings or, as the case may be, the number of Shares entered against their names in the Depository Register as at the Books Closure Date and sent to them at their own risk by ordinary post, where the amount of net proceeds to be distributed to any single Foreign Shareholder is not less than S$10.00. In the event the amount is less than S$10.00, the Company shall be entitled to retain or deal with such net proceeds as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company, the Directors, the Share Registrar, CPF Board or CDP and their respective officers in connection therewith.

Where such provisional allotments are sold "nil-paid" on the SGX-ST, they will be sold at such price or prices as the Company may, in its absolute discretion, decide and no Foreign Shareholder shall have any claim whatsoever against the Company, the Directors, the Share Registrar, CPF Board or CDP and their respective officers in respect of such sales or the proceeds thereof, the provisional allotments of Rights Shares with Warrants or the Rights Shares with Warrants represented by such provisional allotments.

If such provisional allotments of Rights Shares with Warrants cannot be or are not sold on the SGX-ST as aforesaid for any reason by such time as the SGX-ST shall have declared to be the last day for trading in the provisional allotments of Rights Shares with Warrants, the Rights Shares with Warrants represented by such provisional allotments will be issued to satisfy excess applications, disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Foreign Shareholder shall have any claim whatsoever against the Company, the Directors, the Share Registrar, CPF Board or CDP and their respective officers in connection therewith.

Shareholders should note that the special arrangements described above will apply only to Foreign Shareholders.

**SHAREHOLDERS WITH REGISTERED ADDRESSES OUTSIDE SINGAPORE WHO WISH TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE SHOULD PROVIDE CDP OR THE SHARE REGISTRAR, AS THE CASE MAY BE, WITH ADDRESSES IN SINGAPORE FOR THE SERVICE OF NOTICES AND DOCUMENTS, AT LEAST THREE (3) MARKET DAYS PRIOR TO THE BOOKS CLOSURE DATE.**

**Notwithstanding the above, Entitled Shareholders and any other person having possession of this Offer Information Statement and its accompanying documents are advised to inform themselves of and to observe all legal requirements applicable thereto. No person in any jurisdiction outside Singapore receiving this Offer Information Statement and/or its accompanying documents may treat the same as an offer, invitation or solicitation to subscribe for any Rights Shares with Warrants unless such offer, invitation or solicitation could lawfully be made without violating any regulation or legal requirements in such jurisdiction.**

**This Offer Information Statement and/or its accompany documents are not intended for distribution outside of Singapore.**

## SUMMARY OF THE PRINCIPAL TERMS OF THE RIGHTS CUM WARRANTS ISSUE

The following is a summary of the principal terms and conditions of the Rights cum Warrants Issue and is derived from, and should be read in conjunction with, the full text of this Offer Information Statement, and is qualified in its entirety by reference to information appearing elsewhere in this Offer Information Statement.

### PRINCIPAL TERMS OF THE RIGHTS ISSUE

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| Number of Rights Shares and Warrants | : | Up to 25,172,385 Rights Shares (and up to 25,172,385 Warrants) will be issued pursuant to the Rights cum Warrants Issue. |
| Basis of Provisional Allotment | : | One (1) Rights Share with one (1) free detachable Warrant for every four (4) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded. |
| Issue Price | : | S$0.20 for each Rights Share, payable in full on acceptance and/or application.<br><br>The Issue Price represents a discount of approximately 62.26% to the closing market price of S$0.53 for trades done on the SGX-ST on 29 December 2015, being the last trading day on which the Shares were transacted on the SGX-ST prior to the release of the Announcement, and a discount of approximately 56.90% to the theoretical ex-rights price of S$0.464 per Share (calculated based on the closing market price of S$0.53 for trades done on the SGX-ST on 29 December 2015), and a discount of approximately 59.60% to the closing price of S$0.495 per Share on the Latest Practicable Date. |
| Rationale | : | The Rights cum Warrants Issue has been proposed to raise funds for (a) the expansion of the business of the Group through investments, acquisition, joint ventures or strategic alliances; and (b) working capital so as to provide the Group with more flexibility and enhance its ability to formulate, strategise and execute its business plans. |
| Non-underwritten | : | The Rights cum Warrants Issue will not be underwritten. In view of the savings in costs by the Company as a result of not having to pay any underwriting fees and there being no minimum amount to be raised by the Rights cum Warrants Issue, the Company has decided to proceed with the Rights cum Warrants Issue without having the Rights cum Warrants Issue being underwritten by any financial institution. |
| Net Proceeds | : | The estimated net proceeds will be approximately S$4.68 million, assuming maximum subscription, after deducting professional and related expenses incurred in connection with the Rights cum Warrants Issue. |
| Eligibility to participate in the Rights cum Warrants Issue | : | Please refer to the Section entitled "***Eligibility of Shareholders to Participate in the Rights Issue***" of this Offer Information Statement. |
| Status of the Rights Shares | : | The Rights Shares will, upon allotment and issuance, rank *pari passu* in all respects with the then existing Shares in issue, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares. |

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| Listing of the Rights Shares | : | On 17 February 2016, the Company obtained the approval in-principle of the SGX-ST for the listing of and quotation for the Rights Shares, the Warrants and the New Shares on the Official List of the Main Board of the SGX-ST, subject to certain conditions, including a satisfactory spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants.<br><br>The approval in-principle granted by the SGX-ST is in no way reflective of and is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Right Shares, the Warrants, the New Shares, the Company and/or its subsidiaries. |
| Trading of the Rights Shares | : | Upon the listing of and quotation for the Rights Shares on the SGX-ST, the Rights Shares will be traded on the SGX-ST under the book-entry (scripless) settlement system. For the purposes of trading on the SGX-ST, each board lot of Shares will comprise 100 Shares, or such other number of Shares as may be notified by the Company. |
| Acceptance, excess application and payment | : | The procedures for acceptance, excess application and payment by Entitled Depositors and the procedures for acceptance, splitting, renunciation, excess application and payment by Entitled Scripholders are set out in Appendices 2, 3 and 4 to this Offer Information Statement, and in the PAL, the ARE and the ARS. |
| Use of CPF Funds | : | CPFIS Members may use their CPF account savings (subject to the availability of investible savings) ("**CPF Funds**") for the payment of the Issue Price to subscribe for the provisional allotments of Rights Shares with Warrants and/or apply for Excess Rights Shares with Warrants, subject to the applicable CPF rules and regulations.<br><br>Such Entitled Shareholders who wish to accept the provisional allotment of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants using the CPF Funds will need to instruct their respective approved banks, where they hold their CPF Investment Accounts, to accept and (if applicable) apply for the Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement, the ARE or the ARS. CPF Funds may not, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market. |
| Use of SRS Funds | : | Shareholders who have subscribed for or purchased Shares under the SRS may only be able to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants by instructing the relevant SRS Approved Banks to accept and (if applicable) apply for the Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement, the ARE or the ARS.<br><br>SRS Funds may not, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market. |
| Risk Factors | : | Investing in the Rights Shares with Warrants involves risks. Please refer to the Section entitled "***Risk Factors***" of this Offer Information Statement. |
| Governing Law | : | Laws of the Republic of Singapore. |

**PRINCIPAL TERMS OF THE WARRANTS**

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| Number of Warrants and New Shares | : | Up to 25,172,385 Warrants will be issued pursuant to the Rights cum Warrants Issue. Each Warrant carries the right to subscribe for one (1) New Share. |
| Basis of Provisional Allotment | : | One (1) free detachable Warrant for every one (1) Rights Share subscribed, fractional entitlements to be disregarded. |
| Exercise Price | : | S$0.30 is payable for each New Share, subject to adjustments under certain circumstances to be set out in the Deed Poll. |
| Exercise Period | : | The Warrants may be exercised at any time during the period commencing on and including the date of issue of the Warrants and expiring at 5:00 p.m. on the date immediately preceding the third (3rd) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members is closed or is not a Market Day, in which event the Warrants will expire on the date prior to the closure of the Register of Members or the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Register of Warrantholders may be closed), subject to the terms and conditions of the Warrants to be set out in the Deed Poll. Warrants remaining unexercised at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose. The right to exercise the Warrants will not be extended beyond the Exercise Period. |
| Form and subscription rights | : | The Warrants will be issued in registered form and will be constituted by the Deed Poll. Subject to the terms and conditions of the Warrants to be set out in the Deed Poll, every one (1) Warrant shall entitle the Warrantholder, at any time during the Exercise Period, to subscribe for one (1) New Share at the Exercise Price in force on the relevant exercise date. |
| Detachability and trading | : | The Warrants are immediately detachable from the Rights Shares upon issue, and will be issued in registered form and will be listed and traded separately on the SGX-ST under the book-entry (scripless) settlement system, upon the listing of and quotation for the Warrants on the SGX-ST, subject to, amongst others, an adequate spread of holdings of the Warrants to provide for an orderly market in the Warrants. Each board lot of Warrants will consist of 100 Warrants or such other number as may be notified by the Company. |
| Listing of the Warrants | : | On 17 February 2016, the Company obtained the approval in-principle of the SGX-ST for the listing of and quotation for the Rights Shares, the Warrants and the New Shares on the Official List of the Main Board of the SGX-ST, subject to certain conditions, including an adequate spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants.<br><br>The approval in-principle granted by the SGX-ST is in no way reflective of and is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Right Shares, the Warrants, the New Shares, the Company, its subsidiaries and their securities.<br><br>**In the event that permission is not granted by the SGX-ST for the listing of and quotation for the Warrants on SGX-ST due to an inadequate spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants, Warrantholders will not be able to trade their Warrants on SGX-ST.** |

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| End of Exercise Period | : | Not less than one (1) month prior to the expiry of the Exercise Period, the Company shall, *inter alia*:<br><br>(a) give notice to the Warrantholders in accordance with the terms and conditions set out in the Deed Poll of the expiry of the Exercise Period and announce the same to the SGX-ST via an announcement on SGXNET; and<br><br>(b) take all reasonable steps to despatch to the Warrantholders notice in writing to their addresses recorded in the Register of Warrantholders or the Depository Register, as the case may be, of the expiry of the Exercise Period.<br><br>Without prejudice to the generality of the foregoing, Warrantholders who acquire Warrants after the notice of the expiry of the Exercise Period has been given in accordance with the aforementioned shall be deemed to have notice of the expiry of the Exercise Period so long as such notice has been given in accordance with the terms and conditions to be set out in the Deed Poll. |
| Mode of payment for exercise of Warrants | : | Warrantholders who exercise their Warrants must pay the Exercise Price by way of (a) a remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore in favour of the Company for the full amount of the Exercise Price payable in respect of the Warrants exercised; or (b) by debiting the relevant Warrantholder's CPF Investment Account with the specified CPF Approved Bank for the credit of the Special Account (each term as defined in the Deed Poll) for the full amount of the Exercise Price payable in respect of the Warrants exercised. |
| Adjustment to Exercise Price and/ or the number of Warrants | : | The Exercise Price and/or the number of Warrants to be held by each Warrantholder will be subject to adjustments under certain circumstances to be set out in the Deed Poll. Such circumstances include, without limitation, consolidation or subdivision of Shares, capitalisation issues, rights issues and certain capital distributions. Any additional Warrants issued shall rank *pari passu* with the Warrants issued under the Rights cum Warrants Issue and will for all purposes form part of the same series. Any such adjustments shall (unless otherwise provided under the Listing Manual from time to time) be announced by the Company on SGXNET. |
| Status of the New Shares | : | The New Shares arising from the exercise of the Warrants, upon issue and allotment, will rank *pari passu* in all respects with the then existing Shares in issue, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the New Shares. |

| | | |
|---|---|---|
| Modification of rights of the Warrantholders | : | The Company may, without the consent of the Warrantholders but in accordance with the terms of the Deed Poll, effect any modification to the terms of the Deed Poll including the terms and conditions of the Warrants which, in the opinion of the Company is:<br><br>(a) not materially prejudicial to the interests of the Warrantholders;<br><br>(b) of a formal, technical or minor nature;<br><br>(c) to correct a manifest error or to comply with mandatory provisions of Singapore law or the rules and regulations of SGX-ST; or<br><br>(d) to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of New Shares arising from the exercise thereof or meetings of the Warrantholders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the SGX-ST.<br><br>Any such modification shall be binding on the Warrantholders and all persons having an interest in the Warrants. Upon any modification of the terms of the Deed Poll and/or the terms and conditions of the Warrants, notice shall be given to the Warrantholders in accordance with the terms and conditions of the Warrants as set out in the Deed Poll as soon as practicable thereafter.<br><br>Without prejudice to any provision of the Deed Poll, any material alteration of the terms and conditions of the Warrants after the issue thereof to the advantage of the Warrantholders and prejudicial to the Shareholders must be approved by the Shareholders in a general meeting, except where the alterations are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll. |
| Transfer and transmission | : | The Warrants may only be transferred in lots, such that the subscription of the New Shares by Warrantholders may only be effected in whole numbers. A Warrant may only be transferred in the manner prescribed in the terms and conditions of the Warrants to be set out in the Deed Poll including, *inter alia,* the following:<br><br>(a) Warrants not registered in the name of CDP — a Warrantholder whose Warrants are registered otherwise than in the name of CDP (the "**Transferor**") shall lodge, during normal business hours on any business day at the specified office of the Warrant Agent, the Transferor's warrant certificate(s) together with a transfer form as prescribed by the Company from time to time (the "**Transfer Form**") duly completed and signed by or on behalf of the Transferor and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty, provided that the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to CDP. A Transferor shall be deemed to remain a holder of the Warrants until the name of the transferee is entered in the Register of Warrantholders by the Warrant Agent; |

(b) Deceased Warrantholder — the executors or administrators of a deceased Warrantholder whose Warrants are registered otherwise than in the name of CDP (not being one of several joint holders) or, if the registered holder of the Warrants is CDP, of a deceased Depositor and, in the case of the death of one or more of several joint holders, the survivor or survivors of such joint holders shall be the only persons recognised by the Company as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall be entitled to be registered as Warrantholders and/or to make such transfer(s) as the deceased Warrantholder is entitled to make, upon the production by such persons to the Company and the Warrant Agent of such evidence as may be reasonably required by the Company and the Warrant Agent to prove their title and on payment of the fees and expenses to be set out in the Deed Poll; and

(c) Warrants registered in the name of CDP — where the Warrants are registered in the name of CDP and the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by CDP by way of book entry. A Depositor shall be deemed to remain a Warrantholder of the Warrants until the name of the transferee is entered in the Depository Register by CDP.

Winding Up : If an effective resolution is passed during the Exercise Period for a members' voluntary winding up of the Company, for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement approved by the Warrantholders, the terms of such scheme of arrangement shall be binding on all the Warrantholders and all persons having an interest in the Warrants.

In any other case, if notice is given by the Company to its members to convene a general meeting for the purposes of considering a members' voluntary winding-up of the Company, the Warrantholders may elect to be treated as if they had immediately prior to the commencement of such winding-up exercised the Warrants and had on such date been the holders of the New Shares to which they would have become entitled pursuant to such exercise and the liquidator of the Company shall give effect to such election accordingly. The Company shall give notice to the Warrantholders in accordance with the terms and conditions as set out in the Deed Poll of the passing of any such resolution within seven (7) days after the passing thereof.

Subject to the foregoing, if the Company is wound up for any other reason, all the Warrants which have not been exercised at the date of the passing of such resolution for the winding-up of the Company shall lapse and cease to be valid for any purpose.

Further Issues : Subject to the terms and conditions of the Warrants to be set out in the Deed Poll, the Company shall be at liberty to issue Shares to Shareholders either for cash or as a bonus distribution and further subscription rights upon such terms and conditions as the Company sees fit. However, the Warrantholders shall not have any participation rights in any such issues of Shares by the Company unless otherwise resolved by the Company in a general meeting.

Warrant Agent : B.A.C.S. Private Limited.

Governing Law : Laws of the Republic of Singapore.

Risk Factors : Investing in the New Shares involves risks. Please refer to the Section entitled "***Risk Factors***" of this Offer Information Statement.

## TRADING

### 1 LISTING AND QUOTATION OF THE RIGHTS SHARES

On 17 February 2016, the Company obtained the approval in-principle of the SGX-ST for the listing of and quotation for the Rights Shares, the Warrants and the New Shares on the Official List of the Main Board of the SGX-ST, subject to the following conditions:

(a) compliance with the SGX-ST's listing requirements;

(b) a written undertaking from the Company that it will comply with Listing Rules 704(30), 815 and 1207(20) in relation to the use of the proceeds from the Rights cum Warrants Issue and from the exercise of the Warrants and where proceeds are to be used for working capital purposes, the Company will disclose a breakdown with specific details on the use of proceeds for working capital in the Company's announcements on use of proceeds and in the annual report;

(c) a written undertaking from the Company that it will comply with the confirmation given under Listing Rule 877(10) with regards to the allotment of any Excess Rights Shares;

(d) a written confirmation from the Company that there is a satisfactory spread of Warrantholders to provide an orderly market for the Warrants in compliance with Listing Rule 826;

(e) a written confirmation from the Company that the terms of the Warrant issue do not permit revision of the Exercise Price/ratio in any form, other than in compliance with Listing Rule 829(1); and

(f) a written undertaking from the Company that Listing Rules 820, 830 and 831 will be complied with.

The approval in-principle granted by the SGX-ST is in no way reflective of and is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Right Shares, the Warrants, the New Shares, the Company, its subsidiaries and their securities.

Upon listing and quotation on the Official List of the Main Board of the SGX-ST, the Rights Shares, the Warrants and the New Shares will be traded under the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Rights Shares effected through the SGX-ST and/or CDP shall be made in accordance with CDP's "Terms and Conditions for Operation of Securities Accounts with The Central Depository (Pte) Limited" and the "Terms and Conditions for CDP to act as Depository for the Rights Shares and Warrants", as the same may be amended from time to time. Copies of the above are available from CDP.

**IT SHOULD BE NOTED THAT THE WARRANTS MAY NOT BE LISTED AND QUOTED ON SGX-ST IN THE EVENT OF AN INSUFFICIENT SPREAD OF HOLDINGS OF THE WARRANTS TO PROVIDE FOR AN ORDERLY MARKET IN THE TRADING OF THE WARRANTS. IN SUCH AN EVENT, HOLDERS OF THE WARRANTS WILL NOT BE ABLE TO TRADE THEIR WARRANTS ON SGX-ST.**

### 2 ARRANGEMENTS FOR SCRIPLESS TRADING

To facilitate scripless trading, Entitled Scripholders and their Renouncees who wish to accept the Rights Shares with Warrants provisionally allotted to them and (if applicable) apply for Excess Rights Shares with Warrants, and who wish to trade the Rights Shares and Warrants issued to them on the SGX-ST under the book entry (scripless) settlement system, should open and maintain Securities Accounts with CDP in their own names (if they do not already maintain such Securities Accounts) before accepting any Rights Shares with Warrants or applying for any Excess Rights Shares with Warrants, in order that the number of Rights Shares and Warrants and, if applicable, the Excess Rights Shares and Warrants that may be allotted to them may be credited by CDP into their Securities Accounts. Entitled Scripholders and their Renouncees who wish to accept and/or apply for the Excess Rights Shares with Warrants and have their Rights Shares and Warrants credited into their Securities Accounts must fill in their Securities Account numbers and/or National Registration Identity Card ("**NRIC**")/ passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL, in order for the number of Rights Shares and Warrants or Excess Rights

Shares and Warrants (as the case may be) that are allotted to them to be credited into their Securities Accounts. Entitled Scripholders and their Renouncees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or who provide incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose particulars provided in the forms comprised in the PAL differ from those particulars in their Securities Accounts currently maintained with CDP, will be issued physical share certificates and warrant certificates in their own names for the Rights Shares and Warrants and if applicable, the Excess Rights Shares and Warrants allotted to them. Such physical share certificates and warrant certificates, if issued, will be forwarded to them by ordinary post at their own risk, but will not be valid for delivery pursuant to trades done on the SGX-ST under the book entry (scripless) settlement system, although they will continue to be *prima facie* evidence of legal title.

If an Entitled Scripholder's address stated in the PAL is different from his address registered with the Share Registrar, he must inform the Share Registrar of his updated address promptly, failing which the notification letter on successful allotment and other correspondence will be sent to his address last registered with the Share Registrar.

A holder of physical share certificate(s) and/or warrant certificate(s) or an Entitled Scripholder who has not deposited his share certificate(s) and/or warrant certificate(s) with CDP but wishes to trade on the SGX-ST, must deposit his share certificate(s) and/or warrant certificate(s) with CDP, together with the duly executed instrument(s) of transfer in favour of CDP (including any applicable fees) and have his Securities Account credited with the number of Rights Shares and Warrants or existing Shares, as the case may be, before he can effect the desired trade.

## 3 TRADING OF ODD LOTS

**Entitled Shareholders should note that the Rights cum Warrants Issue may result in them holding odd lots of Shares and odd lots of Warrants (that is, lots other than board lots of 100 Shares or 100 Warrants). The exercise of such Warrants would also result in an Entitled Shareholder holding odd lots of Shares.**

Following the Rights cum Warrants Issue, Entitled Shareholders who hold odd lots of Shares or Warrants and who wish to trade in odd lots of Shares or Warrants on the SGX-ST should note that they will be able to do so on the Unit Share Market of the SGX-ST which allows trading of odd lots with a minimum of one (1) Share or one (1) Warrant. The market for trading of such odd lots of Shares and Warrants may be illiquid.

Shareholders who hold odd lots of the Rights Shares or Warrants (i.e. less than 100 Shares or 100 Warrants) and who wish to trade in odd lots on the SGX-ST should note that there is no assurance that they can acquire such number of Shares or Warrants to make up one (1) board lot of 100 Shares or 100 Warrants respectively, or to dispose of their odd lots (whether in part or in whole) on the SGX-ST.

## CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in this Offer Information Statement, statements made in public announcements, press releases and oral statements that may be made by the Company or its officers, Directors or employees acting on its behalf, that are not statements of historical fact, constitute "forward-looking statements". Some of these statements can be identified by words that have a bias towards the future or are forward-looking, such as, without limitation, "anticipate", "believe", "could", "estimate", "expect", "forecast", "if", "intend", "may", "plan", "possible", "probable", "project", "should", "will" and "would" or other similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Group's expected financial position, operating results, business strategies, future plans and prospects are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Group's revenue and profitability, prospects, future plans and other matters discussed in this Offer Information Statement regarding matters that are not historical facts, are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Group's actual results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements.

Given the risks, uncertainties and other factors that may cause the Group's actual future results, performance or achievements to be materially different from that expected, expressed or implied by the forward-looking statements in this Offer Information Statement, undue reliance must not be placed on these statements. The Group's actual results, performance or achievements may differ materially from those anticipated in these forward-looking statements. Neither the Company nor any other person represents or warrants that the Group's actual future results, performance or achievements will be as expected, expressed or implied in those statements.

Further, the Company disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances for any reason, even if new information becomes available or other events occur in the future. However, in the event that the Company becomes aware of new developments, events or circumstances that have arisen after the lodgement of this Offer Information Statement with the Authority, but before the Closing Date of the Rights cum Warrants Issue, and that is materially adverse from the point of view of an investor of the Shares and/or the Rights Shares or are required to be disclosed by law and/or the SGX-ST, the Company may make an announcement of the same to the SGX-ST and, if required, lodge a supplementary or replacement document with the Authority.

The Company is also subject to the provisions of the Listing Manual regarding corporate disclosure.

## TAKEOVER LIMITS

The Takeover Code regulates the acquisition of ordinary shares of, *inter alia*, corporations with a primary listing on the SGX-ST, including the Company. Except with the consent of the Council, where:

(i) any person acquires whether by a series of transactions over a period of time or not, shares which (taken together with shares held or acquired by parties acting in concert with him) carry 30% or more of the voting rights of the Company; or

(ii) any person who, together with parties acting in concert with him, holds not less than 30% but not more than 50% of the voting rights in the Company and such person, or any party acting in concert with him, acquires in any period of six (6) months additional shares carrying more than 1% of the voting rights,

such person must extend a mandatory offer immediately for the remaining Shares in the Company in accordance with the provisions of the Takeover Code. In addition to such person, each of the principal members of the group of persons acting in concert with him may, according to the circumstances of the case, have the obligation to extend an offer.

In general, the acquisition of instruments convertible into securities which carry voting rights does not give rise to an obligation to make a mandatory takeover offer under the Takeover Code but the exercise of any conversion rights will be considered an acquisition of voting rights for the purposes of the Takeover Code.

Pursuant to Rule 820 of the Listing Manual, depending on the level of subscription for the Rights Shares, the Company may, at its discretion, with the approval of the SGX-ST, scale down the subscription for the Rights Shares by any of the Entitled Shareholders to avoid placing the relevant Entitled Shareholder in the position of having to make a mandatory general offer under the Takeover Code in the event that the Rights Issue is not fully subscribed. As at the Latest Practicable Date, the Directors are not able to determine how and under what conditions they will apply to the SGX-ST for a scaling down under Rule 820 of the Listing Manual.

**Shareholders who are in doubt as to their obligations, if any, to make a mandatory general offer under the Takeover Code as a result of any acquisition of Rights Shares with Warrants pursuant to the Rights cum Warrants Issue or the acceptance of the provisional allotment of Rights Shares with Warrants or the application for Excess Rights Shares with Warrants or the exercise of the Warrants, should consult the Council and/or their professional advisers immediately.**

**SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005**

**PART II – IDENTITY OF DIRECTORS, ADVISERS AND AGENTS**

**DIRECTORS**

**1. Provide the names and addresses of each of the directors or equivalent persons of the relevant entity.**

The names and addresses of each of the Directors are as follows:

| Name | Address | Designation |
|---|---|---|
| Mr Cai Sui Xin | 460 Alexandra Road, #24-06 PSA Building Singapore 119963 | Executive Director and Chairman |
| Mr Lau Yu | 460 Alexandra Road, #24-06 PSA Building Singapore 119963 | Executive Director and Vice Chairman |
| Dr Goh Jin Hian | 460 Alexandra Road, #24-06 PSA Building Singapore 119963 | Executive Director and Chief Executive Officer |
| Mr Lee Soek Shen | 460 Alexandra Road, #24-06 PSA Building Singapore 119963 | Executive Director |
| Mr Ho Sheng | 460 Alexandra Road, #24-06 PSA Building Singapore 119963 | Independent and Non-Executive Director |
| Mr Frank Yu | 460 Alexandra Road, #24-06 PSA Building Singapore 119963 | Independent and Non-Executive Director |
| Ms Chen Chou Mei Mei Vivien | 460 Alexandra Road, #24-06 PSA Building Singapore 119963 | Independent and Non-Executive Director |
| Mr Oo Cheong Kwan Kelvyn | 460 Alexandra Road, #24-06 PSA Building Singapore 119963 | Independent and Non-Executive Director |

**ADVISERS**

**2. Provide the names and addresses of:**

**(a) the issue manager to the offer, if any;**

**(b) the underwriter to the offer, if any; and**

**(c) the legal adviser for or in relation to the offer, if any.**

**(a) the issue manager to the Rights cum Warrants Issue, if any;**

Not applicable. There is no issue manager.

**(b) the underwriter to the Rights cum Warrants Issue, if any; and**

Not applicable. The Rights cum Warrants Issue is not underwritten.

**(c) the legal adviser for or in relation to the Rights cum Warrants Issue, if any.**

Wong Tan & Molly Lim LLC
80 Robinson Road #17-02
Singapore 068898

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**REGISTRARS AND AGENTS**

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**3. Provide the names and addresses of the relevant entity's registrars, transfer agents and receiving bankers for the securities being offered, where applicable.**

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| | | |
|---|---|---|
| Share Registrar | : | B.A.C.S. Private Limited<br>8 Robinson Road #03-00<br>ASO Building<br>Singapore 048544 |
| Warrant Agent | : | B.A.C.S. Private Limited<br>8 Robinson Road #03-00<br>ASO Building<br>Singapore 048544 |
| Receiving Bank | : | Oversea-Chinese Banking Corporation Limited |
| Transfer Agent | : | Not applicable. |

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## PART III – OFFER STATISTICS AND TIMETABLE

**OFFER STATISTICS**

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**1. For each method of offer, state the number of the securities being offered.**

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| | | |
|---|---|---|
| **Method of Offer** | : | Renounceable and non-underwritten Rights cum Warrants Issue |
| **Basis of Allotment** | : | One (1) Rights Share with one (1) free detachable Warrant for every four (4) existing Shares held by the Shareholders as at the Books Closure Date, fractional entitlements to be disregarded |
| **Number of Rights Shares and Warrants** | : | Up to 25,172,385 Rights Shares with up to 25,172,385 free detachable Warrants |

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**METHOD AND TIMETABLE**

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**2. Provide the information referred to in paragraphs 3 to 7 of this Part to the extent applicable to:**

**(a) the offer procedure; and**

**(b) where there is more than one group of targeted potential investors and the offer procedure is different for each group, the offer procedure for each group of targeted potential investors.**

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Refer to Paragraphs 3 to 7 below of this Part.

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**3. State the time at, date on, and period during which the offer will be kept open, and the name and address of the person to whom the purchase or subscription applications are to be submitted. If the exact time, date or period is not known on the date of lodgement of the offer information statement, describe the arrangements for announcing the definitive time, date or period. State the circumstances under which the offer period may be extended or shortened, and the duration by which the period may be extended or shortened. Describe the manner in which any extension or early closure of the offer period shall be made public.**

Please refer to the Section entitled "***Expected Timetable of Key Events***" of this Offer Information Statement for details of the offer period of the Rights cum Warrants Issue.

As at the Latest Practicable Date, the Company does not expect the timetable under the Section entitled "Expected Timetable of Key Events" of this Offer Information Statement to be modified. However, the Company may, and with the approval of the SGX-ST, modify the timetable, subject to any limitation under any applicable laws or regulations. In that event, the Company will publicly announce any modification to the timetable or the Closing Date, through a SGXNET announcement to be posted on the internet at the SGX-ST's website http://www.sgx.com.

The detailed procedures for, and the terms and conditions applicable to, acceptances and/or trading of the provisional allotments of Rights Shares with Warrants and for the application for Excess Rights Shares with Warrants, including the different modes of acceptances or application and payment are contained in Appendices 2, 3 and 4 of this Offer Information Statement and in the PAL and the ARE.

**4. State the method and time limit for paying up for the securities and, where payment is to be partial, the manner in which, and dates on which, amounts due are to be paid.**

The Rights Shares and/or the Excess Rights Shares (as the case may be) are payable in full upon acceptance and/or application.

The detailed procedures for, the terms and conditions applicable to, acceptances, renunciations, and/or sales of the provisional allotments of Rights Shares with Warrants and for application for the Excess Rights Shares with Warrants, including the different modes of acceptances or application and payment are contained in Appendices 2, 3 and 4 of this Offer Information Statement and in the PAL, the ARE and the ARS.

Please refer to the Section entitled "***Expected Timetable of Key Events***" of this Offer Information Statement for the last date and time for payment.

**5. State, where applicable, the methods of and time limits for:**

**(a) the delivery of the documents evidencing title to the securities being offered (including temporary documents of title, if applicable) to subscribers or purchasers; and**

**(b) the book-entry transfers of the securities being offered in favour of subscribers or purchasers.**

The Rights Shares with Warrants will be provisionally allotted to the Entitled Shareholders on or about 8 March 2016 by crediting the provisional allotments into the Securities Accounts of the respective Entitled Depositors or through the despatch of the relevant PALs to the Entitled Scripholders, based on their respective shareholdings in the Company as at the Books Closure Date.

After the receipt of valid acceptances, Excess Applications and payment for the Rights Shares by the Closing Date, the Rights Shares and Warrants will be issued and registered in the name of CDP and held by CDP for and on behalf of the Shareholders who maintain, either directly or through Depository Agents, Securities Account with CDP. CDP will send to the relevant subscriber a notification letter stating the number of Rights Shares and Warrants credited to the relevant subscriber's Securities Account.

In the case of Entitled Scripholders and their Renouncees with valid acceptances and successful applications of Excess Rights Shares with Warrants and who have, *inter alia*, failed to furnish or furnished incorrect or invalid Securities Account numbers in the relevant form comprised in the PAL, certificates representing such number of Rights Shares and Warrants will be sent by registered post, at their own risk, to their mailing addresses in Singapore as maintained with the Share Registrar within ten (10) Market Days after the Closing Date.

In the case of Entitled Depositors, and Entitled Scripholders and their Renouncees with valid acceptances and successful application of Excess Rights Shares with Warrants and who have furnished valid Securities Account numbers in the relevant form comprised in the PAL, certificate(s) representing such number of Rights Shares will be sent to CDP within ten (10) Market Days after the Closing Date and CDP will thereafter credit such number of Rights Shares and Warrants to their relevant subscribers stating the number of Rights Shares and Warrants. Subsequently, CDP will credit such number of Rights Shares and Warrants to their relevant Securities Accounts. CDP will then send a notification letter to the relevant subscribers stating the number of Rights Shares and Warrants that have been credited to their Securities Accounts.

Please refer to Appendices 2 to 3 this Offer Information Statement for further details.

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**6. In the case of any pre-emptive rights to subscribe for or purchase the securities being offered, state the procedure for the exercise of any right of pre-emption, the negotiability of such rights and the treatment of such rights which are not exercised.**

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Not applicable. No pre-emptive rights have been offered.

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**7. Provide a full description of the manner in which results of the allotment or allocation of the securities are to be made public and, where appropriate, the manner for refunding excess amounts paid by applicants (including whether interest will be paid).**

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**Results of Rights cum Warrants Issue**

The Company will publicly announce the results of the allocation of the Rights Shares with Warrants as soon as it is practicable after the Closing Date through a SGXNET announcement to be posted on the Internet at the SGX-ST website http://www.sgx.com

**Manner of Refund**

Where any acceptances for Rights Shares and/or Excess Application is invalid or unsuccessful, the amount paid on acceptance and/or application will be returned or refunded to such applicants without interest or any share of revenue or other benefit arising therefrom within 14 days after the Closing Date:

(a) in respect of Entitled Depositors, by means of a crossed cheque drawn on a bank in Singapore and sent to them by ordinary post and at their own risk to their mailing addresses in Singapore as maintained with CDP or in such other manner as they may have agreed with CDP for the payment of any cash distributions (if they accept and/or apply through CDP); or

(b) in respect of Entitled Scripholders, by means of a crossed cheque drawn on a bank in Singapore (where the acceptance and/or application is through the Share Registrar) and sent to them by ordinary post and at their own risk to their mailing addresses in Singapore as maintained with the Share Registrar.

Please also refer to Appendices 2 and 3 of this Offer Information Statement for more details.

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## USE OF PROCEEDS FROM OFFER AND EXPENSES INCURRED

**1. In the same section, provide the information set out in paragraphs 2 to 7 of this Part.**

Please refer to Paragraphs 2 to 7 below of this Part.

**2. Disclose the estimated amount of the proceeds from the offer (net of the estimated amount of expenses incurred in connection with the offer) (referred to in this paragraph and paragraph 3 of this Part as the net proceeds). Where only a part of the net proceeds will go to the relevant entity, indicate the amount of the net proceeds that will be raised by the relevant entity. If none of the proceeds will go to the relevant entity, provide a statement of that fact.**

Assuming that the Rights Shares are being fully subscribed for, the gross proceeds from the Rights cum Warrants Issue are approximately S$5.03 million. After taking into account the professional and related expenses incurred in connection with the Rights cum Warrants Issue of approximately S$0.35 million, the estimated net proceeds from the Rights cum Warrants Issue are expected to be approximately S$4.68 million (the "**Net Proceeds**").

Assuming all the Warrants issued under Rights cum Warrants Issue are exercised, the estimated gross proceeds from the exercise of the Warrants will be approximately S$7.55 million ("**Exercise Proceeds**").

The Net Proceeds and the Exercise Proceeds will go to the Company.

**3. Disclose how the net proceeds raised by the relevant entity from the offer will be allocated to each principal intended use. If the anticipated proceeds will not be sufficient to fund all of the intended uses, disclose the order of priority of such uses, as well as the amount and sources of other funds needed. Disclose also how the proceeds will be used pending their eventual utilisation for the proposed uses. Where specific uses are not known for any portion of the proceeds, disclose the general uses for which the proceeds are proposed to be applied. Where the offer is not fully underwritten on a firm commitment basis, state the minimum amount which, in the reasonable opinion of the directors or equivalent persons of the relevant entity, must be raised by the offer of securities.**

The proceeds from the Rights cum Warrants Issue will be used (a) the expansion of the business of the Group through investments, acquisition, joint ventures or strategic alliances ("**Acquisitions**") which the Company may identify through its efforts to actively seek new areas of business, investment and collaboration; and (b) for working capital of the Group ("**Working Capital**").

For illustrative purposes only, the following table is an estimate of the proportions of how the Company intends to use the Net Proceeds:

| **Use of Proceeds** | **Percentage Allocation (%)** |
|---|---|
| Funding the cost of Acquisitions | 50% |
| Working Capital | 50% |

As and when the Warrants are exercised, the Exercise Proceeds raised may, at the discretion of the Directors, be applied towards the funding for the Acquisitions as well as its Working Capital requirements.

Pending the deployment of the Net Proceeds and/or Exercise Proceeds from the Rights cum Warrants Issue for the uses identified above, such Net Proceeds and/or Exercise Proceeds may be placed as deposits with banks and/or financial institutions, invested in short-term money market instruments and/or marketable securities, or used for any other purposes on a short-term basis, as the Directors may deem appropriate in the interests of the Group. The Company will make periodic announcements on the utilisation of Net Proceeds and/or Exercise Proceeds as and when such proceeds are materially disbursed, and provide a status report on the use of proceeds from the Rights cum Warrants Issue

in the Company's annual report(s). Where the proceeds have been used for Working Capital, the Company will also provide a breakdown with specific details on the use of proceeds for working capital in the announcements and status reports.

In the event that any part of the Company's proposed uses of the Net Proceeds and/or Exercise Proceeds does not materialise or proceed as planned, the Directors will carefully evaluate the situation and may reallocate the proceeds to other purposes and/or hold such funds on short-term deposits for as long as the Directors deem it to be in the interest of the Company and the Shareholders. Any change in the use of the Net Proceeds and/or Exercise Proceeds will be subject to the provisions of the Listing Manual and appropriate announcements will be made by the Company on SGXNET.

In the reasonable opinion of the Directors, there is no minimum amount which must be raised from the Rights cum Warrants Issue.

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**4. For each dollar of the proceeds from the offer that will be raised by the relevant entity, state the estimated amount that will be allocated to each principal intended use and the estimated amount that will be used to pay for expenses incurred in connection with the offer.**

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Based on the intended uses of Net Proceeds as set out in paragraph 3 of this Part and assuming that the Rights Shares are being fully subscribed for, for each dollar of the gross proceeds from the Rights cum Warrants Issue, the estimated amount that will be allocated for the intended uses and the estimated amount that will be used to pay for expenses incurred in connection with the Rights cum Warrants Issue are as follows (excluding proceeds from any exercise of Warrants):

(a) approximately S$0.47 for each dollar of gross proceeds raised will be allocated to fund the cost of Acquisitions;

(b) approximately S$0.47 for each dollar of gross proceeds raised will be allocated as Working Capital; and

(c) approximately S$0.06 for each dollar of gross proceeds raised will be allocated as expenses incurred in connection with the Rights cum Warrants Issue.

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**5. If any of the proceeds to be raised by the relevant entity will be used, directly or indirectly, to acquire or refinance the acquisition of an asset other than in the ordinary course of business, briefly describe the asset and state its purchase price. If the asset has been or will be acquired from an interested person of the relevant entity, identify the interested person and state how the cost to the relevant entity is or will be determined.**

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As disclosed in paragraph 3 of this Part, a portion of the Net Proceeds will be used to fund Acquisitions. As at the Latest Practicable Date, the Group is exploring any such Acquisitions and has not made any definitive plans relating to the same. The Company will release announcements on SGXNET in connection with such Acquisitions as and when appropriate.

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**6. If any of the proceeds to be raised by the relevant entity will be used to finance or refinance the acquisition of another business, briefly describe the business and give information on the status of the acquisition.**

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As disclosed in paragraph 3 of this Part, a portion of the Net Proceeds will be used to fund Acquisitions. As at the Latest Practicable Date, the Group is exploring any such Acquisitions and has not made any definitive plans relating to the same. The Company will release announcements on SGXNET in connection with such Acquisitions as and when appropriate.

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**7. If any material part of the proceeds to be raised by the relevant entity will be used to discharge, reduce or retire the indebtedness of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, of the group, describe the maturity of such indebtedness and, for indebtedness incurred within the past year, the uses to which the proceeds giving rise to such indebtedness were put.**

Not applicable. The Group does not intend to use the net proceeds from the Rights cum Warrants Issue to discharge, reduce or retire the indebtedness of the Group as at the date of this Offer Information Statement.

**8. In the section containing the information referred to in paragraphs 2 to 7 of this Part or in an adjoining section, disclose the amount of discount or commission agreed upon between the underwriters or other placement or selling agents in relation to the offer and the person making the offer. If it is not possible to state the amount of discount or commission, the method by which it is to be determined must be explained.**

Not applicable. The Rights cum Warrants Issue is not underwritten and no placement or selling agents have been appointed in relation to the Rights cum Warrants Issue.

However, some of the Participating Banks will be charging the Company a fee for providing Electronic Application services through their ATMs. In the case of Overseas-Chinese Banking Corporation, a lump sum service fee of S$5,000 is payable by the Company. In the case of DBS Bank Ltd, a brokerage fee of 0.75% based on the final price of Rights Shares in respect of each successful acceptance or application effected through their ATMs subject to a fixed minimum fee of no less than S$10,000 will be payable by the Company.

**INFORMATION ON THE RELEVANT ENTITY**

**9. Provide the following information:**

**(a) the address and telephone and facsimile numbers of the relevant entity's registered office and principal place of business (if different from those of its registered office);**

| | | |
|---|---|---|
| **Registered Office Address** | **:** | 21 Serangoon North Avenue 5<br>Ban Teck Han Building #05-02<br>Singapore 554864 |
| **Tel** | **:** | (65) 6603 9898 |
| **Fax** | **:** | (65) 6603 9896 |

**(b) the nature of the operations and principal activities of the relevant entity or, if it is the holding company or holding entity of a group, of the group;**

The Company is a Singapore incorporated company listed on the main-board of SGX-ST. It is principally engaged in (a) the promoting, marketing, sale and distribution of electronic and information technology ("**IT**") products and (b) trading of marine gas oil and its products, derivatives and compounds.

**(c) the general development of the business from the beginning of the period comprising the 3 most recent completed financial years to the latest practicable date, indicating any material change in the affairs of the relevant entity or the group, as the case may be, since:**

**(i) the end of the most recent completed financial year for which financial statements of the relevant entity have been published; or**

**(ii) the end of any subsequent period covered by interim financial statements, if interim financial statements have been published;**

The significant developments in the Group's business in chronological order from the beginning of the period comprising the three (3) most recent completed financial years to the Latest Practicable Date are set out below. Shareholders are advised to refer to the public announcements released by the Company on SGXNET for further details on these developments.

**FY2013**

On 28 September 2012, the Company announced that the auditors of the Company, Ernst & Young LLP, had on 26 September 2012, issued a "qualified opinion" in the Independent Auditors' Report on the audited financial statements of the Group for FY2012 in relation to the appropriateness of the carrying amount of a deposit of US$3,884,400 that the Group paid to Tianjin General Nice Coke & Chemicals Co., Ltd. ("**Tianjin General Nice**") pursuant to the sale and purchase agreement dated 13 May 2011 ("**Thai GNCC SPA**") between the Company and Tianjin General Nice relating to shares in Thai General Nice Coal and Coke Co., Ltd., ("**Thai GNCC**").

On 11 December 2012, the Company acquired 49% equity in a Thailand registered company, TTDG Company Ltd. TTDG Company Ltd was incorporated on 21 June 2011 and is in the business of selling IT products and services.

On 12 December 2012, the Company announced that 20,462,392,234 rights shares had been allotted and issued pursuant to the rights issue exercise announced on 31 August 2011. Following the same, the total number of issued Shares of the Company increased from 10,231,196,117 Shares to 30,693,588,351 Shares.

On 18 June 2013, the Company announced that the long stop date for the expiry of the Thai GNCC SPA is extended to 31 December 2014. In addition, at the request of Tianjin General Nice, the Company provided an additional deposit of S$12.0 million, which attracts an interest of 10% per annum. The interest accrued will be applied towards partial satisfaction of the consideration amount under the Thai GNCC SPA or fully refunded to the Company should the SPA be terminated.

**FY2014**

On 30 October 2013, an extraordinary general meeting of the Company was convened, during which Shareholders' approval was obtained for the Company's proposed new business of the trading of marine gas oil and its products, derivatives and compounds.

On 4 November 2013, the Company announced the appointments of Mr Shantilall Aatmanand Ramsundersingh as independent directors of the Company and Mr Wong Tat Hei as an executive director of the Company.

On 24 February 2014, the Company announced that it had entered into a memorandum of understanding with All Powerful Investment Limited in relation to the acquisition of certain oil projects located in the USA.

On 31 March 2014, the Company announced a non-renounceable non-underwritten rights issue of up to 15,346,794,175 rights shares, at an issue price of S$0.001 for each rights share on the basis of one (1) rights share for every two (2) existing ordinary shares of the Company.

On 19 May 2014, the Company announced that 12,205,530,289 rights shares had been allotted and issued pursuant to the rights issue exercise announced on 31 March 2014. Following the same, the total number of issued Shares of the Company increased from 30,693,588,351 Shares to 42,899,118,640 Shares.

**FY2015**

On 26 August 2014, the Company announced that it had incorporated a joint venture company, International Energy Group Pte. Ltd. ("**IEGPL**") together with Dr Goh Jin Hian. The percentages of shareholding held by the Company and Dr Goh Jin Hian were 19.9% and 80.1% respectively. The Company also announced that it had entered into a call option agreement with Dr Goh Jin Hian, pursuant to which Dr Goh Jin Hian granted to the Company the option to acquire his 80.1% interest in the issued and paid-up capital of IEGPL.

On 26 August 2014, the Company also announced that it had entered into a call option agreement with Mr Lee Soek Shen, pursuant to which Mr Lee Soek Shen granted to the Company the option to acquire the entire issued and paid-up capital of Goodwood Associates Pte. Ltd. ("**GAPL**").

On 4 November 2014, the Company announced that it had submitted an application to the SGX-ST for the removal of the Company from the watch-list of the SGX-ST. On 19 November 2014, the Company announced that the Company had received the in-principle approval from the SGX-ST for the removal of the Company from the SGX-ST's watchlist with effect from 20 November 2014.

On 29 December 2014, the Company entered into a placement agreement with GAPL pursuant to which the Company agreed to issue to GAPL 7,300,000,000 Shares at an issue price of S$0.001 per placement Share ("**Placement**"). An additional 146,000,000 Shares were to be allotted to ACH Investments Pte Ltd as payment of commission in relation to the Placement. The Placement was completed on 28 January 2015 and the total number of issued Shares in the Company increased to 50,345,118,640 Shares.

On 29 December 2014, the Company also announced that it had exercised the call option to acquire Dr Goh Jin Hian's 80.1% interest in IEGPL. The acquisition of 80.1% interest in IEGPL was completed on 8 January 2015, following which IEGPL became a wholly-owned subsidiary of the Company.

On 10 February 2015, the Company announced that it had, on 9 February 2015, entered into a sale and purchase agreement with Mercurial Capital Limited to sell to Mercurial Capital Limited the whole of the issued and paid-up capital of Digiland (Thailand) Ltd. and Infonet Systems and Services Pte Ltd.

On 30 March 2015, the Company announced that Mr Wong Tat Hei and Mr Kok Kew Siong had ceased to be directors of the Company, while Mr Lee Soek Shen had been appointed as an executive director of the Company.

On 18 May 2015, the Company announced that its wholly-owned subsidiary, IEGPL, had on 15 May 2015, via its newly incorporated wholly-owned subsidiary, New Silkroutes Group (Europe) Limited, entered into a joint venture with Malta Enterprise Corporation for the incorporation of a joint venture company, IEG Malta Limited, in Malta. It is intended for IEG Malta Limited to develop the Republic of Malta into a trading hub for energy products between Europe and Asia.

On 3 June 2015, the Company announced that its wholly-owned subsidiary, Digiland Pte. Ltd., had acquired 26,000 ordinary shares representing 65% of the issued and paid-up capital of iBase Technology Pte. Ltd., a company incorporated in Singapore.

On 24 June 2015, the Company announced that Ms Wu XiaoPing and Mr Shantilall Aatmanand Ramsundersingh had ceased to be directors of the Company, while Dr Goh Jin Hian had been appointed as an executive director of the Company and each of Mr Ho Sheng, Ms Chen Chou Mei Mei Vivien and Mr Oo Cheong Kwan Kelvyn had been appointed as an independent director of the Company.

**1 July 2015 to the Latest Practicable Date**

On 10 July 2015, an extraordinary general meeting of the Company was convened, during which Shareholders' approval was obtained for (1) the change in the Company's auditors from Mazars LLP to Foo Kon Tan LLP and (2) the change in the Company's name from "Digiland International Limited" to "New Silkroutes Group Limited". The change of auditors and the change of name of the Company both took effect on 10 July 2015.

On 25 August 2015, the Company announced its intention to undertake a share consolidation exercise to consolidate every five hundred (500) Shares in the Company into one (1) Consolidated Share (the "**Proposed Share Consolidation**").

On 25 August 2015, the Company also announced its intention to, following the completion of the Proposed Share Consolidation, undertake a renounceable non-underwritten rights issue of up to 100,690,237 rights shares, at an issue price of S$0.05 for each rights share on the basis of one (1) rights share for every one (1) existing ordinary share of the Company (the "**Renounceable Non-Underwritten Rights Issue**").

On 25 August 2015, the Company also announced that it had entered into a supplemental agreement (the "**Supplemental SPA**") to the sale and purchase agreement dated 13 May 2011 (the "**SPA**" ) relating to the proposed investment in Thai General Nice Coal and Coke Co., Ltd.

On 16 September 2016, the Company announced that the name of its subsidiary, Digiland Distribution (M) Sdn. Bhd., had been changed to New Silkroutes Capital Sdn. Bhd. and that there had been a reconstitution of the Board of the same subsidiary, both events effective as of 14 September 2015 and 16 September 2015 respectively.

On 29 September 2015, the Company announced that the long stop date for the proposed disposals of the whole of the issued and paid-up capital of each of Digiland (Thailand) Ltd. A\and Infonet Systems and Services Pte Ltd has been extended to 31 December 2015.

On 1 October 2015, the Company announced the incorporation of a new wholly-owned subsidiary in Singapore named New Silkroutes Capital Pte. Ltd.

On 27 November 2015, an extraordinary general meeting of the Company was convened, during which Shareholders' approval was obtained for the Proposed Share Consolidation and a proposed share purchase mandate. The Proposed Share Consolidation was completed on 21 December 2015, following which the total number of issued Shares in the Company was reduced to 100,689,542 Shares.

On 30 December 2015, the Company announced its intention to undertake a renounceable non-underwritten rights cum warrant issue of up to 25,172,385 rights shares at an issue price of S$0.20 for each rights share, with up to 25,172,385 free detachable warrants; each warrant carrying the right to subscribe for one (1) new ordinary share at an exercise price of S$0.30 for each new share, on the basis of one (1) rights share with one (1) free detachable warrant for every four (4) existing ordinary shares in the Company. The Company also announced the withdrawal of its previous application to the SGX-ST regarding the Renounceable Non-Underwritten Rights Issue.

On 3 February 2016, the Company announced the acquisition by its wholly-owned subsidiary, New Silkroutes Capital Pte. Ltd., of a new subsidiary in the British Virgin Islands, Grand Wood Group Limited.

On 3 February 2016, the Company also announced that its new subsidiary, Grand Wood Group Limited, has on 3 February 2016 entered into a subscription agreement with CG Capital Partners, LLC and New Silkroutes Capital, LLC to subscribe for 700 Class A Units representing 70% membership interest in New Silkroutes Capital, LLC, a Delaware limited liability company.

On 17 February 2016, the Company announced that it has obtained in-principle approval of the SGX-ST for the listing and quotation of the Rights Shares, Warrants and the New Shares on the SGX-ST.

On 19 February 2016, the Company announced that its wholly-owned subsidiary, Top Post Enterprises Limited, has on 19 February 2016 entered into a subscription agreement with Baling (China) Investment Limited to subscribe for such number of shares in said company that shall represent approximately 99.97% of its enlarged share capital.

On 1 March 2016, the Company announced that its wholly-owned subsidiary, New Silkroutes Capital Ptd. Ltd., has on 1 March 2016 entered into:

(i) a sale and purchase agreement with Mr Jason Wang Yaw Hsui ("**JW**") and Mr William Chan Poh Wah ("**WC**") to acquire 51% of the issued and paid-up share capital of Stamford Management Pte. Ltd. ("**Stamford Management**") for a consideration amount of up to S$24.48 million; and

(ii) a call option agreement with JW and WC pursuant to which the Company has the right to require JW and WC to sell to it 49% of the issued and paid-up share capital of Stamford Management for a consideration amount of up to S$23.52 million.

Save as disclosed in this Offer Information Statement and in public announcements released by the Company, there has been no material change to the affairs of the Group during the period from 31 December 2015 to the Latest Practicable Date.

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**(d) the equity capital and the loan capital of the relevant entity as at the latest practicable date, showing:**

**(i) in the case of the equity capital, the issued capital; or**

**(ii) in the case of the loan capital, the total amount of the debentures issued and outstanding, together with the rate of interest payable thereon;**

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As at the Latest Practicable Date, the share and loan capital of the Company (excluding treasury shares) were as follows:

| | | |
|---|---|---|
| Issued and Paid-Up Share Capital | : | S$ 84,651,731 |
| Number of Shares | : | 100,689,542 Shares |

As at the Latest Practicable Date, the Company does not have any loan capital.

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**(e) where:**

**(i) the relevant entity is a corporation, the number of shares of the relevant entity owned by each substantial shareholder as at the latest practicable date; or**

**(ii) the relevant entity is not a corporation, the amount of equity interests in the relevant entity owned by each substantial interest-holder as at the latest practicable date;**

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The interests of the Directors and Substantial Shareholders in the Shares, as at the Latest Practicable Date, as recorded in the Register of Directors' Shareholdings and the Register of Substantial Shareholdings are as follows:

| | Direct Interest | | Deemed Interest | |
|---|---|---|---|---|
| | No. of Shares | (%) | No. of Shares | (%) |
| **Director** | | | | |
| Mr Cai Sui Xin[(1)] | – | – | 20,445,535 | 20.306 |
| Mr Lau Yu | – | – | – | – |
| Dr Goh Jin Hian | – | – | 4,000,000 | 3.973 |
| Mr Lee Soek Shen[(2)] | – | – | 14,000,000 | 13.904 |
| Mr Ho Sheng | – | – | – | – |
| Mr Frank Yu | – | – | – | – |
| Ms Chen Chou Mei Mei Vivien[(3)] | – | – | 414,141 | 0.411 |
| Mr Oo Cheong Kwan Kelvyn | – | – | – | – |

| | Direct Interest | | Deemed Interest | |
|---|---|---|---|---|
| | No. of Shares | (%) | No. of Shares | (%) |
| **Substantial Shareholders** | | | | |
| Mr Cai Sui Xin[(1)] | – | – | 20,445,535 | 20.306 |
| Fortune Woods Global Investment Limited | 18,798,433 | 18.670 | – | – |
| General Nice Resources (Hong Kong) Limited[(4)] | 1,647,102 | 1.636 | 18,798,433 | 18.670 |
| General Nice Development Ltd[(5)] | – | – | 20,445,535 | 20.306 |
| General Nice Investment (China) Limited[(6)] | – | – | 20,445,535 | 20.306 |
| General Nice Group Holdings Limited[(7)] | – | – | 20,445,535 | 20.306 |
| Smartful Global Holdings Limited | 9,860,000 | 9.792 | – | – |
| Xiao De[(8)] | – | – | 9,860,000 | 9.792 |
| Goodwood Associates Pte. Ltd. | 14,000,000 | 13.904 | – | – |
| Mr Lee Soek Shen[(2)] | – | – | 14,000,000 | 13.904 |

**Notes:**

(1) Cai Sui Xin's deemed interest in the Company arises from his deemed interest in the Shares in respect of which General Nice Group Holdings Limited has a deemed interest, and also through his deemed and direct interests in General Nice Investment (China) Limited and General Nice Development Ltd.

(2) Lee Soek Shen's deemed interest in the Company arises from his interest in the Shares held by Goodwood Associates Pte. Ltd., as Lee Soek Shen is the sole shareholder of Goodwood Associates Pte. Ltd.

(3) Chen Chou Mei Mei Vivien is the sole shareholder of Aven Inc. which holds 34,141 Shares in the Company, as such she is deemed to be interested in the Shares held by Aven Inc. Chen Chou Mei Mei has an interest in a family trust "Chow Wen Hsien Estate" which has 20,000 Shares in the Company, as such she is deemed to be interested in the Shares held by the family trust. Chen Chou Mei Mei Vivien is deemed to be interested in 360,000 Shares held in the name of a nominee.

(4) General Nice Resources (Hong Kong) Limited's deemed interest in the Company arises from its deemed interest in the Shares held by Fortune Woods Global Investment Limited.

(5) General Nice Development Ltd's deemed interest in the Company arises from its deemed interest in the Shares in respect of which General Nice Resources (Hong Kong) Limited has deemed or direct interest.

(6) General Nice Investment (China) Limited's deemed interest in the Company arises from its deemed interest in the Shares in respect of which General Nice Resources (Hong Kong) Limited has deemed or direct interest.

(7) General Nice Group Holdings Limited's deemed interest in the Company arises from its deemed interest in the Shares in respect of which General Nice Development Ltd and General Nice Investment (China) Limited have deemed interest.

(8) Xiao De's deemed interest in the Company arises from his deemed interest in the Shares held by Smartful Global Holdings Limited.

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**(f) any legal or arbitration proceedings, including those which are pending or known to be contemplated, which may have, or which have had in the 12 months immediately preceding the date of lodgement of the offer information statement, a material effect on the financial position or profitability of the relevant entity or, where the relevant entity is a holding company or holding entity of a group, of the group;**

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As at the Latest Practicable Date, the Board is not aware of any legal or arbitration proceedings pending or threatened or known to be contemplated by or against the Group which might or which have had in the 12 months immediately preceding the date of this Offer Information Statement, a material effect on the financial position or profitability of the Company or the Group taken as a whole or of any facts likely to give rise to such litigation or arbitration claim.

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**(g) where any securities or equity interests of the relevant entity have been issued within the 12 months immediately preceding the latest practicable date:**

**(i) if the securities or equity interests have been issued for cash, state the prices at which the securities have been issued and the number of securities or equity interests issued at each price; or**

**(ii) if the securities or equity interests have been issued for services, state the nature and value of the services and give the name and address of the person who received the securities or equity interests; and**

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No securities or equity interests of the Company have been issued within the 12 months immediately preceding the Latest Practicable Date.

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**(h) a summary of each material contract, other than a contract entered into in the ordinary course of business, to which the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any member of the group is a party, for the period of 2 years immediately preceding the date of lodgement of the offer information statement, including the parties to the contract, the date and general nature of the contract, and the amount of any consideration passing to or from the relevant entity or any other member of the group, as the case may be.**

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Save as disclosed herein and below, neither the Company nor any of its subsidiaries have entered into any material contract (not being contracts entered into in the ordinary course of business carried on or intended to be carried on by the Company or any of its subsidiaries) during the two (2) years preceding the Latest Practicable Date:

(a) shareholders' agreement dated 21 August 2014 entered into between the Company and Dr Goh Jin Hian relating to International Energy Group Pte. Ltd.;

(b) call option agreement dated 26 August 2014 entered into between the Company and Mr Lee Soek Shen in respect of all the issued and paid-up ordinary shares in the capital of Goodwood Associates Pte. Ltd.;

(c) call option agreement dated 26 August 2014 entered into between the Company and Dr Goh Jin Hian in respect of 80,100 issued and paid-up ordinary shares in the capital of International Energy Group Pte. Ltd., representing 80.1% of the shares in International Energy Group Pte. Ltd.;

(d) subscription agreement dated 29 December 2014 entered into between the Company and Goodwood Associates Pte. Ltd. relating to the placement of 7,300,000,000 Shares in the Company to Goodwood Associates Pte. Ltd.;

(e) sale and purchase agreement dated 9 February 2015 entered into between the Company and Mercurial Capital Limited in relation to the proposed disposal of Digiland (Thailand) Ltd. and Infonet Systems and Services Pte Ltd;

(f) supplemental agreement dated 25 August 2015 entered into between the Company and Tianjin General Nice Coke & Chemicals Co., Ltd. in relation to the sale and purchase agreement dated 13 May 2011 in respect of acquisition of shares in Thai General Nice Coal And Coke Co., Ltd.;

(g) supplemental agreement dated 25 August 2015 entered into between the Company and Tianjin General Nice Coke & Chemicals Co., Ltd. in relation to the option agreement dated 13 May 2011 in respect of the option to acquire additional shares in Thai General Nice Coal And Coke Co., Ltd.;

(h) subscription agreement dated 3 February 2016 entered into between the Company's subsidiary, Grand Wood Group Limited, and CG Capital Partners, LLC and New Silkroutes Capital, LLC to subscribe for 700 Class A Unites representing 70% membership interest in New Silkroutes Capital, LLC.;

(i) subscription agreement dated 19 February 2016 entered into between the Company's subsidiary, Top Post Enterprises Limited, and Baling (China) Investment Limited to subscribe for such number of shares in said company that shall represent approximately 99.97% of its enlarged share capital;

(j) a sale and purchase agreement dated 1 March 2016 entered into between the Company's wholly-owned subsidiary, New Silkroutes Capital Ptd. Ltd. ("**NSC**"), and Mr Jason Wang Yaw Hsui ("**JW**") and Mr William Chan Poh Wah ("**WC**") to acquire 51% of the issued and paid-up share capital of Stamford Management Pte. Ltd. ("**Stamford Management**") for a consideration amount of up to S$24.48 million; and

(k) a call option agreement dated 1 March 2016 entered into between NSC and JW and WC pursuant to which the Company has the right to require JW and WC to sell to it 49% of the issued and paid-up share capital of Stamford Management for a consideration amount of up to S$23.52 million.

## PART V – OPERATING AND FINANCIAL REVIEW AND PROSPECTS

### OPERATING RESULTS

**1. Provide selected data from:**

**(a) the audited income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, the audited consolidated income statement of the relevant entity or the audited combined income statement of the group, for each financial year (being one (1) of the three (3) most recent completed financial years) for which that statement has been published; and**

**(b) any interim income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any interim consolidated income statement of the relevant entity or interim combined income statement of the group, for any subsequent period for which that statement has been published.**

| | Audited | | | Unaudited |
|---|---|---|---|---|
| | **FY2013[(1)] US$'000** | **FY2014[(1)] US$'000** | **FY2015[(1)] US$'000** | **2Q2016[(1)] US$'000** |
| Revenue | 54,109 | 82,958 | 72,825 | 22,342 |
| Other income | 985 | 1,996 | 1,721 | 913 |
| Changes in inventories | (1,818) | (1,173) | (578) | (206) |
| Purchases | (50,240) | (78,739) | (70,275) | (21,371) |
| Employee benefits expense | (1,457) | (1,331) | (2,561) | (1,524) |
| Depreciation | (26) | (22) | (31) | (18) |
| Other operating expenses | (2,635) | (1,368) | (3,279) | (1,821) |
| Finance costs | (554) | (448) | (334) | (84) |
| Share of loss from equity-accounted associate | (49) | 5 | (61) | (42) |
| **Profit/(Loss) before tax** | **(1,685)** | **1,878** | **(2,573)** | **(1,811)** |
| Income tax | 15 | – | – | – |
| **Profit/(Loss) for the year/period** | **(1,670)** | **1,878** | **(2,573)** | **(1,811)** |
| **Other comprehensive income/(loss):** | | | | |
| Foreign currency translation | 27 | (81) | 177 | 170 |
| **Total comprehensive income/(loss) for the year/period** | **(1,643)** | **1,797** | **(2,396)** | **(1,641)** |

| | Audited | | | Unaudited |
|---|---|---|---|---|
| | FY2013[(1)] US$'000 | FY2014[(1)] US$'000 | FY2015[(1)] US$'000 | 2Q2016[(1)] US$'000 |
| **Profit/(Loss) for the year/period attributable to:** | | | | |
| Owners of the Company | (1,670) | 1,878 | (2,311) | (1,810) |
| Non-controlling interests | – | – | (262) | (1) |
| | **(1,670)** | **1,878** | **(2,573)** | **(1,811)** |
| **Total comprehensive income/(loss) for the year/period attributable to:** | | | | |
| Owners of the Company | (1,643) | 1,797 | (2,134) | (1,640) |
| Non-controlling interests | – | – | (262) | (1) |
| | **(1,643)** | **1,797** | **(2,396)** | **(1,641)** |

**Note:**

(1) The above financial information is an aggregate of both continuing and discontinued operations.

**2. The data referred to in paragraph 1 of this Part shall include the line items in the audited income statement, audited consolidated income statement, audited combined income statement, interim income statement, interim consolidated income statement or interim combined income statement, as the case may be, and shall in addition include the following items:**

**(a) dividends declared per share in both the currency of the financial statements and the Singapore currency, including the formula used for any adjustment to dividends declared;**

**(b) earnings or loss per share; and**

**(c) earnings or loss per share, after any adjustment to reflect the sale of new securities.**

| **Financial year** | **FY2013** | **FY2014** | **FY2015** | **2Q2016** |
|---|---|---|---|---|
| **Dividend per share (US$ cents)** | | | | |
| **–** | **–** | **–** | **–** | **–** |
| **Dividend per share (cents)** | | | | |
| **–** | **–** | **–** | **–** | **–** |
| **Basic earnings/(loss) per Share (US cents)** | **(0.008)** | **0.006** | **(0.005)** | **(1.799)** |
| **Fully diluted earnings/(loss) per Share (US cents)** | **(0.008)** | **0.006** | **(0.005)** | **(1.799)** |
| **Assuming the Maximum Subscription Level:** | | | | |
| **Adjusted earnings/(loss) per Share (US cents)** | **(3.115)** | **2.341** | **(2.235)** | **(1.439)** |

**3. In respect of:**

**(a) each financial year (being one of the 3 most recent completed financial years) for which financial statements have been published; and**

**(b) any subsequent period for which interim financial statements have been published, provide information regarding any significant factor, including any unusual or infrequent event or new development, which materially affected profit or loss before tax of the relevant entity or, if it is the holding company or holding entity of a group, of the group, and indicate the extent to which such profit or loss before tax of the relevant entity or the group, as the case may be, was so affected. Describe any other significant component of revenue or expenditure necessary to understand the profit or loss before tax for each of these financial periods.**

A review of the operations, business and financial performance of the Group are set out below. Save as disclosed in this Offer Information Statement, the Directors are not aware of any significant factor, including any unusual or infrequent event or new development, which materially affected profit or loss before tax of the Group.

**2Q2016 versus 2Q2015**

Group revenue decreased by 52% from US$46.680 million to US$22.342 million. This is mainly due to lower volume of Marine Gas Oil ("**MGO**") sales. In the Company's continual review of credit risks, it made a conscious decision to reduce the credit risk attributable to MGO sales, preferring the trade-off of lower sales. Personnel expenses increased from US$1.075 million to US$1.524 million. This is mainly due to the additional headcount to execute the various corporate initiatives recently announced. Other operating expenses increased from US$1.512 million to US$1.821 million. This is substantially due to an exchange loss of US$0.733 million compared to US$0.529 million in the corresponding period. Professional fees for the Company's many corporate actions and some related travelling costs also contributed to the increase in operating expenses. Consequently, the Group's after-tax loss of US$0.712 million in 2Q2015 became an after-tax loss of US$1.811 million in 2Q2016.

**FY2015 versus FY2014**

Group revenue decreased by 14% from US$82.958 million to US$72.825 million mainly due to the reduction in MGO sales as the Group tightened credit in anticipation of tighter credit market conditions, and also, the lower dollar value of sales due to the drop in oil prices. In Thailand, the PC and notebook market slowed as principals adjusted to the demand shift towards units with pre-loaded software. Further, a major supplier of the Group tightened credit to its distributors, which includes the Company's subsidiary in Thailand. Expenses like personnel costs and other operating expenses increased mainly due to the expenses incurred in a subsidiary, International Energy Group Pte. Ltd., that was acquired during the year. The exchange gain of US$0.066 million in the previous year turned into a loss of US$0.974 million in the current year. This is mainly a result of unrealised losses, due to the Group's reporting in US$ which strengthened in the financial year. Consequently, the Group's after-tax profits of US$1.878 million in 2014 became an after-tax loss of US$2.573 million in 2015.

**FY2014 versus FY2013**

Group revenue increased from US$54.109 million to US$82.958 million. This is mainly attributable to the Group's new line of business in MGO trading. Other income increased from US$0.985 million to US$1.996 million mainly due to interest income on the refundable deposit of S$17 million placed to the vendor of the Company's intended acquisition of shares in Thai GNCC. Other operating expenses decreased from US$2.635 million to US$1.368 million. This is substantially due to the foreign exchange loss of US$0.357 million turning into a gain of US$0.066 million as the United States dollar weakened. Allowance for inventory amounting to US$0.211 million became a write-back of US$0.243 million as the Group managed to clear inventory previously provided. Consequently, the Group turned around, from an after-tax loss of US$1.670 million to an after-tax profit of US$1.878 million.

## FINANCIAL POSITION

**4. Provide selected data from the balance sheet of the relevant entity or, if it is the holding company or holding entity of a group, the group as at the end of:**

**(a) the most recent completed financial year for which audited financial statements have been published; or**

**(b) if interim financial statements have been published for any subsequent period, that period.**

| | Audited FY2015 US$'000 | Unaudited 2Q2016 US$'000 |
|---|---|---|
| **ASSETS** | | |
| **Non-current assets** | | |
| Property, plant and equipment | 111 | 143 |
| Investment in an associate | 44 | – |
| Available-for-sale financial asset | – | 35 |
| Refundable deposits | 193 | 181 |
| **Total non-current assets** | **348** | **359** |
| **Current assets** | | |
| Inventories | 1,584 | 1,378 |
| Trade and other receivables | 28,461 | 25,396 |
| Prepayments | 252 | 181 |
| Cash and cash equivalents | 13,657 | 12,307 |
| **Total current assets** | **43,954** | **39,262** |
| **Total assets** | **44,302** | **39,621** |
| **EQUITY AND LIABILITIES** | | |
| **Equity** | | |
| Share capital | 61,438 | 61,438 |
| Reserves | (26,866) | (28,506) |
| | 34,572 | 32,932 |
| Non-controlling interests | 10 | 109 |
| **Total equity** | **34,582** | **33,041** |
| **Current Liabilities** | | |
| Trade and other payables | 6,639 | 3,951 |
| Derivative financial instrument | – | 51 |
| Borrowings | 3,070 | 2,574 |
| **Total current liabilities** | **9,709** | **6,576** |
| **Non-current Liability** | | |
| Borrowings | 11 | 4 |
| **Total non-current liability** | **11** | **4** |
| **Total liabilities** | **9,720** | **6,580** |
| **Total equity and liabilities** | **44,302** | **39,621** |

**5. The data referred to in paragraph 4 of this Part shall include the line items in the audited or interim balance sheet of the relevant entity or the group, as the case may be, and shall in addition include the following items:**

**(a) number of shares after any adjustment to reflect the sale of new securities;**

**(b) net assets or liabilities per share; and**

**(c) net assets or liabilities per share after any adjustment to reflect the sale of new securities.**

| **Before the Rights cum Warrants Issue** | **Audited FY2015** | **Unaudited 2Q2016** |
|---|---|---|
| NAV attributable to Shareholders (US$'000) | 34,582 | 33,041 |
| Number of Shares before the Rights cum Warrants Issue ('000) | 100,690 | 100,690 |
| NAV per Share (US$ cents) | 34.345 | 32.815 |
| **After the Rights cum Warrants Issue but before the exercise of Warrants (assuming maximum subscription)** | **Audited FY2015** | **Unaudited 2Q2016** |
| NAV attributable to Shareholders (US$'000) | 34,582 | 33,041 |
| Add: Net Proceeds (before the exercise of any Warrants) from the Rights cum Warrants Issue (US$'000) | 3,315 | 3,315 |
| Adjusted NAV after the Rights cum Warrants Issue (US$'000) | 37,897 | 36,356 |
| Number of Shares after Rights cum Warrants Issue ('000) | 125,862 | 125,862 |
| Adjusted NAV per Share after the Rights cum Warrants Issue[(1)] (US$ cents) | 30.110 | 28.886 |
| **After the Rights cum Warrants Issue and after the exercise of all the Warrants (assuming maximum subscription)** | | |
| Adjusted the NAV after the Rights cum Warrants Issue (US$'000) (before the exercise of any Warrants) | 37,897 | 36,356 |
| Add: Proceeds from exercise of all the Warrants (US$'000) | 5,344 | 5,344 |
| Adjusted NAV after the Rights cum Warrants Issue and after the exercise of all the Warrants (US$'000) | 43,241 | 41,700 |
| Number of Shares after the Rights cum Warrants Issue and exercise of all the Warrants ('000) | 151,034 | 151,034 |
| Adjusted NAV per Share after the Rights cum Warrants Issue and exercise of all the Warrants (US$ cents)[(2)] | 28.630 | 27.610 |

**Notes:**

(1) The adjusted NAV per Share after the Rights cum Warrants Issue was calculated on the assumption that the Rights Shares were issued at the end of the respective financial period and added to the number of Shares in issue for the respective financial period.

(2) The adjusted NAV per Share after the Rights cum Warrants Issue and the Exercise of the Warrants was calculated on the assumption that the Rights Shares and New Shares were issued at the end of the respective financial period and added to the number of Shares in issue for the respective financial period.

## LIQUIDITY AND CAPITAL RESOURCES

**6. Provide an evaluation of the material sources and amounts of cash flows from operating, investing and financing activities in respect of:**

**(a) the most recent completed financial year for which financial statements have been published; and**

**(b) if interim financial statements have been published for any subsequent period, that period.**

The cash flow statements of the Group for FY2015 (audited) and 2Q2016 (unaudited) are set out below:

| | **Audited** FY2015 US$'000 | **Unaudited** 2Q2016 US$'000 |
|---|---|---|
| **Operating activities:** | | |
| **Profit/(Loss) before tax** | | |
| from continuing operations | (1,594) | (1,503) |
| from discontinued operations | (979) | (308) |
| **Profit/(Loss) before tax** | **(2,573)** | **(1,811)** |
| Adjustments for: | | |
| Depreciation of property, plant and equipment | 31 | 18 |
| Goodwill written off | 2 | – |
| Loss on disposal of plant and equipment | 5 | – |
| Interest expense | 334 | 85 |
| Interest income | (1,604) | (26) |
| Impairment lossess on trade receivables | 283 | 39 |
| Trade receivables written off | 52 | – |
| Inventories written off | 28 | 3 |
| Changes in value of derivative financial instruments | – | 51 |
| Exchange difference | 105 | 214 |
| Share of (profit)/loss from equity accounted associate | 61 | 42 |
| **Operating cash flows before movements in working capital** | **(3,276)** | **(1,385)** |
| Movement in working capital: | | |
| Inventories | 291 | 203 |
| Trade and other receivables | 1,903 | 3,037 |
| Prepayments | 5 | 71 |
| Trade and other payables | 1,600 | (2,688) |
| **Cash used in operations** | **523** | **(762)** |
| Income tax paid | – | – |
| **Net cash used in operating activities** | **523** | **(762)** |

| | Audited FY2015 US$'000 | Unaudited 2Q2016 US$'000 |
|---|---|---|
| **Investing activities:** | | |
| Acquisition of a subsidiary, net of cash acquired | 10 | – |
| Finance income | 394 | 26 |
| Acquisition of property, plant and equipment | (74) | (18) |
| Purchase of available-for-sale financial asset | – | (35) |
| **Net cash used in investing activities** | **330** | **(27)** |
| | | |
| **Financing activities:** | | |
| Capital contribution from non-controlling interests of subsidiaries | 64 | 100 |
| Pledged fixed deposits | 20 | (13) |
| Interest paid | (334) | (85) |
| Proceeds from issue of ordinary shares, net of expenses | 5,485 | – |
| Proceeds from short term loans | 5,844 | 1,159 |
| Repayment of short term loans | (7,440) | (1,506) |
| Repayment of finance lease payables | (7) | (11) |
| **Net cash generated from/(used in) financing activities** | **3,632** | **(356)** |
| | | |
| Net increase/(decrease) in cash and cash equivalents | 4,485 | (1,145) |
| Cash and cash equivalents at beginning of the financial year/period | 5,907 | 10,378 |
| Effect of exchange rate differences in cash and cash equivalents | (14) | (22) |
| **Cash and cash equivalents at end of the financial year/period** | **10,378** | **9,211** |

A review of the cash flow position of the Group for the relevant periods are set out below:

**FY2015 versus FY2014**

The main cause for the Cash flows used in operating activities of US$7.550 million turning into Cash flows from operating activities of US$0.521 million is the reduction of trade and other receivables arising from the lower MGO sales in the current financial year, compared to the increase in the previous year, also due to the then new MGO business. The net cash generated from financing activities and the net increase in cash and cash equivalents are mainly attributable to the share placement announced on 28 January 2015.

**2Q2016 versus 2Q2015**

Net cash flow from operating activities of US$2.207 million in the corresponding period became net cash flow used in operating activities of US$0.762 million in 2Q2016. This is mainly due to the collection of receivables and settlement of trade and other payables. The net cash flow from financing activities of US$0.489 million in the corresponding period became net cash flow used in financing activities of US$0.456 million in 2Q2016. This is mainly due to the combined effects of a lower quantum of borrowing and a higher quantum of repayment of short term loans.

**7. Provide a statement by the directors or equivalent persons of the relevant entity as to whether, in their reasonable opinion, the working capital available to the relevant entity or, if it is the holding company or holding entity of a group, to the group, as at the date of lodgement of the offer information statement, is sufficient for present requirements and, if insufficient, how the additional working capital considered by the directors or equivalent persons to be necessary is proposed to be provided.**

As at the date of this Offer Information Statement, the Directors are of the reasonable opinion that, barring unforeseen circumstances and after taking into consideration the Group's internal resources, operating cashflow and present bank facilities, the working capital available to the Group is sufficient to meet its present requirements.

**8. If the relevant entity or any other entity in the group is in breach of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the relevant entity's financial position and results or business operations, or the investments by holders of securities in the relevant entity, provide:**

**(a) a statement of that fact;**

**(b) details of the credit arrangement or bank loan; and**

**(c) any action taken or to be taken by the relevant entity or other entity in the group, as the case may be, to rectify the situation (including the status of any restructuring negotiations or agreement, if applicable).**

To the best of the Directors' knowledge as at the Latest Practicable Date, the Directors are not aware of any breach by any entity in the Group of any terms and conditions or covenants associated with any credit arrangement or bank loan, which could materially affect the Group's financial position and results or business operations, or the investments by holders of securities in the Company.

**TREND INFORMATION AND PROFIT FORECAST OR PROFIT ESTIMATE**

**9. Discuss, for at least the current financial year, the business and financial prospects of the relevant entity or, if it is the holding company or holding entity of a group, the group, as well as any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources, or that would cause financial information disclosed in the offer information statement to be not necessarily indicative of the future operating results or financial condition. If there are no such trends, uncertainties, demands, commitments or events, provide an appropriate statement to that effect.**

The discussion on the business and financial prospects for the Group as set out herein may contain forward-looking statements, and are subject to certain risks. Please refer to the Section entitled "Cautionary Note on Forward-Looking Statements" of this Offer Information Statement for further details.

Save as disclosed in the Company's latest financial statements for FY2015 and 2Q2016, the public announcements made by the Company via SGXNET, this Offer Information Statement, and to the best of the Directors' knowledge and belief, the Directors are not aware of any known trends, uncertainties, demands, commitments or events, that are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources, or that would cause financial information disclosed in this Offer Information Statement to be not necessarily indicative of the future operating results or financial condition of the Group.

## Risk Factors

To the best of the Directors' knowledge and belief as at the Latest Practicable Date, all the risk factors that are material to Shareholders and prospective investors in making an informed judgment on the Rights cum Warrants Issue (save for those which have already been disclosed to the general public) are set out below. The risks described below are not intended to be exhaustive. In addition to the risks described below, the Group could be affected by risks relating to the industry and countries in which the Group operates as well as economic, business, market and political risks. In addition, there may be additional risks not presently known to the Group, or that the Group currently deems immaterial, but which could affect its operations. If any of the following considerations and uncertainties develops into actual events, the business, results of operations, financial condition and prospects of the Group could be materially and adversely affected. In that event, the trading price of the Shares, the Rights Shares, the Warrants and/or the New Shares could decline, and investors may lose all or part of their investment in the Shares, the Rights Shares, the Warrants and/or the New Shares.

Prospective investors should carefully consider and evaluate these terms and conditions and all other information contained in this Offer Information Statement before deciding whether to invest in the Shares, the Rights Shares, the Warrants and/or the New Shares.

### (a) Risks Relating to the Shares

**The Company's Share price may be volatile**

The market price for the Shares may be highly volatile and can fluctuate significantly and rapidly in response to, *inter alia*, the following factors, some of which are beyond the Company's control, namely (i) variations in the Group's operating results; (ii) changes in securities analysts' recommendations, perceptions or estimates of the Group's financial performance; (iii) success or failure of the Company's management team in implementing business and growth strategies; (iv) gain or loss of an important business relationship; (v) additions or departures of key personnel; (vi) fluctuations in stock market prices and volume; (vii) involvement in litigation and (viii) general economic, stock and credit market conditions.

**In the event a Shareholder is unable or unwilling to participate in the fund-raising exercises of the Company, he may suffer potential dilution in his investment**

In the event that Shareholders do not or are not able to accept their provisional allotment of Rights Shares with Warrants, their proportionate ownership of the Company will be reduced after the completion of the Rights cum Warrants Issue and they may also experience a dilution in the value of their Shares. Even if a Shareholder sells his nil-paid entitlements, the consideration he receives may not be sufficient to compensate him fully for the dilution of his ownership of the Company as a result of the Rights cum Warrants Issue.

In addition, the Group's working capital requirements, financing plans and capital expenditure needs may vary from those presently expected. If the Group does not meet its goals with respect to revenues, or if costs are higher than anticipated or if there are changes to its current financing plans, substantial additional funds may be required. To the extent that funds generated from operations have been exhausted, the Group may have to raise additional funds to meet new financial requirements. These additional funds may be raised by way of a placement or by further rights offering (which would be subjected to Shareholders' approval if necessary) or through the issuance of new Shares.

In all such events, if any Shareholder is unable or unwilling to participate in such fund raising, such Shareholder may suffer a dilution in his investment.

**An active trading market in the "nil-paid" rights may not develop**

There is no certainty that an active trading market for the "nil-paid" rights on the SGX-ST will develop during the trading period for such nil-paid entitlements. Even if an active market develops, the trading price for the "nil-paid" rights, which depends on the trading price of the shares, may be volatile.

**Fluctuations in market price and trading volume**

The demand for the Shares and accompanying price fluctuations as well as trading volume may vary from that of the Warrants.

**Liquidity of the Shares**

Active and liquid trading for securities generally result in lower volatilities in price and more efficient execution of buy and sell orders for investors. Generally, the liquidity of the market for a particular share is dependent on, amongst others, the size of the free float, the price of each board lot, institutional interests, and the business prospects of the Group as well as the prevailing market sentiment. There is no assurance that there will be an active trading market for the Shares subsequent to the Rights cum Warrants Issue and even if there is, there is no assurance that an active trading market for the Shares will be sustained.

**Negative publicity may adversely affect the price of the Shares**

Any negative publicity or announcement, whether justifiable or not, relating to the Group or any of its Associates or existing or future joint venture partners may adversely affect the price of the Shares. Such negative publicity or announcement may include involvement in insolvency proceedings, litigation suits and/or failed attempts in joint ventures or takeovers.

**Shareholders need to act promptly and follow proper procedures, otherwise their acceptance and/or excess application and payment may be rejected and their provisional allotments of Rights Shares with Warrants may expire without value and without any compensation**

Shareholders who wish to accept the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants under the Rights cum Warrants Issue must act promptly to ensure that all required forms, letters and payments are received by the relevant agents prior to the respective expiration dates and times. Failure to complete and sign the required acceptance forms or letters, the sending of an incorrect payment amount, or otherwise failure to follow the procedures that apply to a Shareholder's desired transaction may lead to rejection of all or part of the Shareholder's acceptance and/or excess application and payment, and their provisional allotments of Rights Shares with Warrants will expire without value and without any compensation.

The Company, the Share Registrar and CDP do not undertake to contact the Shareholder concerning, or attempt to correct, an incomplete or incorrect acceptance form, letter or payment.

The Company has sole discretion to determine whether an acceptance and/or excess application and payment follows the proper procedures. Shareholders who hold Shares through a securities sub-account, brokerage account or other similar custodial account with a Depository Agent, broker, custodian or nominee other than CDP are urged to consult their Depository Agent, broker, custodian or nominee without delay regarding the proper procedures that they need to follow.

**(b) Risks relating to the Company and Group**

The nature of the Group's operations outside Singapore could subject it to certain risks which it would not encounter if its business operations were limited to a single country. There are risks inherent in doing business overseas. The Group's business, earnings, asset values and prospects may be materially and adversely affected by developments with respect to inflation, interest rates, currency fluctuations, government policies, price and wage controls, exchange control regulations, taxation, expropriation, social instability and other political, legal, economic or diplomatic developments in or affecting the countries in which the Group operates. The Group has no control over such conditions and developments and can provide no assurance that such conditions and developments will not have a material adverse effect on its operations.

**The Group may not be able to implement its business strategy and future plans effectively**

There is no assurance that the Group will be able to or continue to implement its business strategy effectively. Further, the implementation of the Group's strategy relies on, amongst others, the following factors:

(a) maintaining the Group's competitive edge;
(b) focusing on the Group's core competencies;
(c) continuing to build upon the Group's technical expertise; and
(d) conducive and facilitative regulatory environment.

There is no assurance that the Group will be able to accomplish any of the above objectives properly or effectively. If the Group fails to implement its business strategies successfully, the Group's prospects and competitive edge may be adversely affected. Further, the Group intends to implement certain plans in keeping with its business strategies. There is no guarantee that the Group would be able to implement any of these plans successfully, if at all. If the Group is unable to carry out its future plans, its business may be adversely affected. In addition, the implementation of the Group's future plans involves uncertainties and the Group could suffer material losses (financial or otherwise) if it is unable to implement its plans successfully.

**The Group faces certain risks if it makes Acquisitions**

The Group's growth strategy involves possible future Acquisitions of and/or forming of strategic alliances (whether in the form of joint ventures, profit sharing arrangements, joint marketing arrangements or otherwise) with entities having similar or related businesses so as to expand its geographical presence and market share. This strategy may involve a number of risks, including the following:

(a) the costs of suitable Acquisitions may increase in the face of competitive bids, thus reducing or eliminating any synergies such as cost benefits and operational efficiencies that may be expected from such Acquisitions;

(b) the Group may not be able to integrate the acquired businesses with its own existing operations and may incur significant costs and resources for such efforts;

(c) management's attention, time and resources may be diverted to such part of the Group which it has acquired;

(d) the Group may not be able to retain the management and key employees of the acquired businesses;

(e) the Group may not be able to retain the clients of the acquired businesses; and

(f) the future performance and financial results of the acquired businesses may be weaker than expected.

In addition, the Company may issue new Shares to fund its prospective future Acquisitions and this will result in Shareholders suffering a dilution in their shareholding interest in the Company. The Group's financial results could be adversely affected if it incurs substantial debts or liabilities to fund any future Acquisitions.

**The Group is reliant on its key management and executives and its ability to attract and retain other qualified personnel**

The Group's success to date has been largely dependent on the efforts and contributions of its key management and executives. The Group's continued success is dependent, to a large extent, on its ability to retain the services of its key management and executives and its ability to continue to attract, retain and motivate other qualified personnel. The loss of its key management who have invaluable experience and expertise in its business and who have well-established relationships with the Group's customers without suitable replacement may have a material adverse impact on its operations and competitiveness. Currently, the Group does not have any keyman insurance coverage for its key personnel.

**In relation to the Group's oil trading business, the Group is exposed to the price fluctuations in relation to the marine petroleum products**

The market prices of the marine petroleum products are subject to fluctuations in the regional and global supply and demand conditions, which are in turn affected by a number of factors including but not limited to cyclical changes in regional and global economic conditions, price and availability of substitute products and changes in consumer responsiveness and consumer demand. Therefore, if there is a substantial price increase for the marine petroleum products and if the Group is unable to pass such increase in costs to customers or find alternative sources of cheaper supplies, the Group's operations and financial performance will be adversely affected.

**In relation to the Group's oil trading business, the Group faces competition from our competitors and new entrants**

The oil trading business is highly competitive and such competition may increase in the near future due to the entry of new players. In the event the Group's competitors are able to provide comparable or better products or services at lower prices or respond to changes in market conditions more swiftly or effectively than the Group, the Group's operations and the results of the Group's business and financial performance may be adversely affected. There is no assurance that the Group will be able to compete effectively with existing and future competitors and adapt quickly to changing market conditions and trends. Any failure by to remain competitive will adversely affect the demand for the Group's products or services and the results of the Group's business and financial performance.

**The Group is subject to the credit risks of its customers**

The Group is subject to the credit risks of its customers. The Group's ability to receive payment promptly is dependent on the creditworthiness of its customers and their ability to honour the repayment terms contained in the Group's contracts. There is no assurance that the Group will be able to collect all or any part of its trade receivables within the credit terms stipulated in its contracts. In the event that the Group's customers default on their payments, its cash flow and financial performance may be adversely affected.

**The Group may be affected by changes in any environmental laws and regulations applicable to its industry**

The Group's operations are subject to local environmental laws and regulations. Such laws and regulations may change from time to time and are subject to interpretation by the authorities. The compliance with such new laws, regulations and interpretations by the relevant regulatory authorities may increase the Group's costs. Any significant increase in compliance costs with new laws or regulations or the change in interpretation thereof may adversely affect the Group's financial performance.

**The Company may be exposed to foreign exchange risk**

The Company's purchases, revenue and a large portion of its operating costs are mainly denominated in S$, US$ and Baht. Any significant unfavourable fluctuation of the foreign currencies against the Company's functional currency being the US$ may have an adverse effect on its operating results.

To the extent that the Group's revenue, purchases and operating costs are not naturally matched in the same currency and there are timing differences between collections and payments, the Group will be exposed to any adverse fluctuation in the exchange rates between the various foreign currencies and US$, which is the Group's reporting currency. Any restrictions over the conversion or timing of conversion of foreign currencies may also expose the Group to adverse fluctuations in exchange rates. As a result, the Group's earnings may be materially and adversely affected.

**The Company is subject to the financial well-being of its principals and suppliers**

The financial well-being of the Company's principals and suppliers will determine whether they will be able to continue to support the Company by granting the Company credit terms and also to honour the financial terms in the relevant distributorship or sales representative agreements such as terms relating to price protection, stock returns, rebates, performance incentives, credit from returned materials and reimbursement of advertising expenses incurred during any joint promotion campaigns. Should the Company's principals and suppliers experience any financial difficulties, they will not be able to honour such financial terms.

**Any inability to secure bank borrowings or raise capital through the issuance of securities could affect the Company's business**

Due to the nature of the Company's business, the Company requires a high level of Working Capital to purchase inventory and extend credit terms to the Company's customers. The Working Capital requirements generally increase in tandem with an increase in total revenue. The Company expects the cash generated from operations and borrowings under the Company's credit facilities to be sufficient to meet the Company's Working Capital needs for the foreseeable future. However, an inability to secure bank borrowings or any inability to raise capital through the issuance of securities could adversely affect the Company's business and financial performance and result in negative Working Capital position for the Group.

**Fire or calamities at facilities**

A fire or other calamity at one of the Group's facilities could materially and adversely affect the Group's business. A fire or other calamity resulting in significant damage at any of the Group's facilities would have a material adverse effect on the Group's business, financial condition and results of operations. While the Group maintains insurance policies covering losses, including losses due to fire, which the Group consider to be adequate, the Group cannot provide assurance that it will be sufficient to cover all of the Group's potential losses. The Group's insurance policies cover the Group's buildings, equipment and inventory. The Group does not maintain business interruption insurance and therefore there could be a significant loss of revenue if one of the Group's facilities is damaged by an unforeseen event, even if the physical damage to the Group's facility caused by that event is insured.

**In relation to the Group's oil trading business, the Group may be affected by a shortage in supply of marine gas oil and its products, derivatives and compounds ("marine petroleum products") in the market**

The Group is required to source for the marine petroleum products to supply to customers. In the event that there is a shortage of such products in the market, it will result in an increase in the cost of the same. If the Group is unable to pass such increase in costs to customers or find alternative sources of cheaper supplies, the Group's operations and financial performance will be adversely affected.

**In relation to the Group's IT business, the Group's business will be adversely affected if we are unable to adapt to technological changes and consumer preferences or if there are no new products in the market**

The Group's strategic products adopt new technology but competitors may develop similar products. The Group intends to continue to introduce new products that adopt such new technology to meet the ever changing needs of IT consumers for new products. However, if there are no new inventions and innovative products in the industry, the Group may not be able to meet the changing demands of customers. This will affect the Group's business and financial performance adversely.

**In relation to the Group's IT business, the Group is dependent on trends in the global IT products industry, including product cycles and technological changes**

As a distributor of IT and consumer products, the Group is dependent on continuing demand for such products. The computer industry has in the past been highly cyclical, and the Group's business accordingly is dependent on the cycles of the computer industry. In addition, the Group is subject to shortening product cycles of IT products and downward pressure on selling prices as newer and more technologically advanced products enter mass production.

These trends may exert pressure on the Group's margins and profitability may be affected by changes in the average selling prices of the Group's major product lines and by changes in the Group's operating costs and non-operating expenses.

The Group's competitors may introduce similar products at reduced prices and this could affect the Group's business and there is no assurance that the downward pressure on margins will not have an adverse impact on the Group's business, financial condition, results of operations and the Group's future prospects.

**(c) Risks relating to ownership of the Warrants**

**Warrants may expire worthless**

The Warrants issued pursuant to the Rights cum Warrants Issue have an Exercise Period of three (3) years. In the event that the Warrants are not exercised by the end of the Exercise Period, the Warrants will expire worthless.

**Potential dilution in the event the Warrants are not exercised**

In the event that an Entitled Shareholder does not take up his entitlement to the Rights Shares with Warrants under the Rights cum Warrants Issue or does not exercise any Warrants taken up under the Rights cum Warrants Issue while the other Warrants issued under the Rights cum Warrants Issue are exercised, such Entitled Shareholder's interest in the Company may be diluted or varied.

**There may be further issues of Shares**

Subject to the terms and conditions of the Warrants as set out in the Deed Poll, the Company may issue Shares for cash or as a bonus distribution and further subscription rights upon such terms and conditions as the Company sees fit, but the Warrantholders shall not have any participating rights in such further issues unless otherwise resolved by the Company in a general meeting.

**The listing of Warrants is subject to a sufficient spread of holdings**

In the event that permission is not granted by the SGX-ST for the listing of and quotation for the Warrants due to an insufficient spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants, the Company shall nevertheless proceed and complete the Rights cum Warrants Issue. Accordingly, the Warrantholders will not be able to trade their Warrants on the SGX-ST.

**Fluctuations in price and trading volume**

There is no assurance that there will be an active or liquid market for the Warrants because prior to this offering, there has been no public market for the Company's Warrants. The Company is unable to predict the extent to which a trading market will develop, if at all, or how liquid that market may become.

Further, the demand for the Warrants and its accompanying price fluctuations as well as trading volume may vary from that of the Shares.

**Shareholders should bear these risks in mind when deciding whether or not to participate in the Rights cum Warrants Issue as they may lose some or all of their investment in the Company.**

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**10. Where a profit forecast is disclosed, state the extent to which projected sales or revenues are based on secured contracts or orders, and the reasons for expecting to achieve the projected sales or revenues and profit, and discuss the impact of any likely change in business and operating conditions on the forecast.**

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Not applicable, as no profit forecast is disclosed in this Offer Information Statement.

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**11. Where a profit forecast or profit estimate is disclosed, state all principal assumptions, if any, upon which the directors or equivalent persons of the relevant entity have based their profit forecast or profit estimate, as the case may be.**

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Not applicable, as no profit forecast or profit estimate is disclosed in this Offer Information Statement.

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**12. Where a profit forecast is disclosed, include a statement by an auditor of the relevant entity as to whether the profit forecast is properly prepared on the basis of the assumptions referred to in paragraph 11 of this Part, is consistent with the accounting policies adopted by the relevant entity, and is presented in accordance with the accounting standards adopted by the relevant entity in the preparation of its financial statements.**

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Not applicable, as no profit forecast is disclosed in this Offer Information Statement.

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**13. Where the profit forecast disclosed is in respect of a period ending on a date not later than the end of the current financial year of the relevant entity, provide in addition to the statement referred to in paragraph 12 of this Part:**

**(a) a statement by the issue manager to the offer, or any other person whose profession or reputation gives authority to the statement made by him, that the profit forecast has been stated by the directors or equivalent persons of the relevant entity after due and careful enquiry and consideration; or**

**(b) a statement by an auditor of the relevant entity, prepared on the basis of his examination of the evidence supporting the assumptions referred to in paragraph 11 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority, to the effect that no matter has come to his attention which gives him reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.**

---

Not applicable, as no profit forecast is disclosed in this Offer Information Statement.

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**14. Where the profit forecast disclosed is in respect of a period ending on a date after the end of the current financial year of the relevant entity, provide in addition to the statement referred to in paragraph 12 of this Part:**

**(a) a statement by the issue manager to the offer, or any other person whose profession or reputation gives authority to the statement made by him, prepared on the basis of his examination of the evidence supporting the assumptions referred to in paragraph 11 of this Part, to the effect that no matter has come to his attention which gives him reason to believe that the assumptions do not provide reasonable grounds for the profit forecast; or**

**(b) a statement by an auditor of the relevant entity, prepared on the basis of his examination of the evidence supporting the assumptions referred to in paragraph 11 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority, to the effect that no matter has come to his attention which gives him reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.**

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Not applicable, as no profit forecast is disclosed in this Offer Information Statement.

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**SIGNIFICANT CHANGES**

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**15. Disclose any event that has occurred from the end of:**

**(a) the most recent completed financial year for which financial statements have been published; or**

**(b) if interim financial statements have been published for any subsequent period, that period, to the latest practicable date which may have a material effect on the financial position and results of the relevant entity or, if it is the holding company or holding entity of a group, the group, or, if there is no such event, provide an appropriate negative statement.**

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Save as disclosed in this Offer Information Statement and in the public announcements made by the Company via SGXNET, the Directors are not aware of any event which has occurred since 31 December 2015 up to the Latest Practicable Date which may have a material effect on the financial position and results of the Group.

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**MEANING OF "PUBLISHED"**

**16. In this Part, "published" includes publication in a prospectus, in an annual report or on the SGXNET.**

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Noted.

## PART VI – THE OFFER AND LISTING

### OFFER AND LISTING DETAILS

**1. Indicate the price at which the securities are being offered and the amount of any expense specifically charged to the subscriber or purchaser. If it is not possible to state the offer price at the date of lodgement of the offer information statement, the method by which the offer price is to be determined must be explained.**

The Issue Price for each Rights Share is S$0.20, payable in full upon acceptance and application, with one (1) free detachable Warrant given with every one (1) Rights Share subscribed.

The Exercise Price for each Warrant is S$0.30 (subject to any adjustment under certain circumstances as set out in the Deed Poll), payable in full upon the exercise of the Warrants.

The expenses incurred in the Rights cum Warrants Issue will not be specifically charged to the subscribers of the Rights Shares.

An administrative fee will be incurred for each successful Electronic Application made through the ATMs of the respective Participating Banks, and such administrative fee will be borne by the subscribers or purchasers of the Rights Shares.

**2. If there is no established market for the securities being offered, provide information regarding the manner of determining the offer price, the exercise price or conversion price, if any, including the person who establishes the price or is responsible for the determination of the price, the various factors considered in such determination and the parameters or elements used as a basis for determining the price.**

The Shares are, and the Rights Shares and New Shares will be, traded on the Official List of the Main Board of the SGX-ST.

There is no established market for the Warrants. The Exercise Price of S$0.30 for each Warrant was determined by the Company after taking into consideration, *inter alia*, the market price of the Shares and the Exercise Period of the Warrants. The Exercise Price represents a discount of approximately 43.40% to the closing market price of S$0.53 for trades done on the SGX-ST on 29 December 2015, being the last trading day on which the Shares were transacted on the SGX-ST prior to the release of the Announcement, a discount of approximately 35.34% to the theoretical ex-rights price of S$0.464 per Share (calculated based on the closing market price for trades done on the SGX-ST on 29 December 2015) and a discount of approximately 39.39% to the closing price of S$0.495 per Share on the Latest Practicable Date.

**3. If:**

**(a) any of the relevant entity's shareholders or equity interest-holders have pre-emptive rights to subscribe for or purchase the securities being offered; and**

**(b) the exercise of the rights by the shareholder or equity interest-holder is restricted, withdrawn or waived,**

**indicate the reasons for such restriction, withdrawal or waiver, the beneficiary of such restriction, withdrawal or waiver, if any, and the basis for the offer price.**

Not applicable. None of the Shareholders has pre-emptive rights to subscribe for the Rights Shares with Warrants.

**4. If securities of the same class as those securities being offered are listed for quotation on any securities exchange:**

**(a) in a case where the first-mentioned securities have been listed for quotation on the securities exchange for at least 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities:**

**(i) for each of the 12 calendar months immediately preceding the calendar month in which the latest practicable date falls; and**

**(ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date; or**

No securities of the same class as the Warrants are listed for quotation on any securities exchange. However, the Rights Shares and the New Shares are of the same class as the Shares and the Shares are listed for quotation on the Official List of the Main Board of the SGX-ST.

The price range and volume of the Shares traded on the SGX-ST during the 12 months immediately preceding the date of lodgement of this Offer Information Statement are as follows:

| Month | High Price / S$ | Low Price / S$ | Volume of Shares Traded |
|---|---|---|---|
| March 2015 | 0.001 | 0.001 | 43,632,800 |
| April 2015 | 0.002 | 0.001 | 756,074,100 |
| May 2015 | 0.002 | 0.001 | 864,712,100 |
| June 2015 | 0.002 | 0.001 | 758,293,400 |
| July 2015 | 0.002 | 0.001 | 1,016,050,500 |
| August 2015 | 0.002 | 0.001 | 975,390,900 |
| September 2015 | 0.002 | 0.001 | 669,137,600 |
| October 2015 | 0.002 | 0.001 | 642,154,600 |
| November 2015 | 0.002 | 0.001 | 590,933,800 |
| December 2015 | 0.53(1) | 0.001 | 148,152,200 |
| January 2016 | 0.52(1) | 0.465(1) | 6,104,500 |
| February 2016 | 0.515(1) | 0.355(1) | 7,531,700 |
| 1 March 2016 (being the Latest Practicable Date) | 0.51(1) | 0.47(1) | 1,374,200 |

Source: SGX-ST

**Note:**

(1) The Company completed a share consolidation exercise on 21 December 2015.

**(b) in a case where the first-mentioned securities have been listed for quotation on the securities exchange for less than 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities:**

**(i) for each calendar month immediately preceding the calendar month in which the latest practicable date falls; and**

**(ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date;**

Not applicable. The Shares have been listed and quoted on the SGX-ST for more than 12 months immediately preceding the Latest Practicable Date.

**(c) disclose any significant trading suspension that has occurred on the securities exchange during the 3 years immediately preceding the latest practicable date or, if the securities have been listed for quotation for less than 3 years, during the period from the date on which the securities were first listed to the latest practicable date; and**

There has been no significant trading suspension of the Shares on the SGX-ST during the three (3) years immediately preceding the Latest Practicable Date.

**(d) disclose information on any lack of liquidity, if the securities are not regularly traded on the securities exchange.**

Please refer to the table on the preceding page for the volume of Shares traded during each of the 12 calendar months immediately preceding the Latest Practicable Date and for the Latest Practicable Date, being 1 March 2016.

**5. Where the securities being offered are not identical to the securities already issued by the relevant entity, provide:**

**(a) a statement of the rights, preferences and restrictions attached to the securities being offered; and**

**(b) an indication of the resolutions, authorisations and approvals by virtue of which the entity may create or issue further securities, to rank in priority to or *pari passu* with the securities being offered.**

The Rights Shares and the New Shares will, upon allotment and issue, rank *pari passu* in all respect with the then existing Shares save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares or the New Shares (as the case may be).

The issue of the Rights Shares and the New Shares under the Rights cum Warrants Issue is pursuant to the general share issue mandate approved by the Shareholders of the Company at the annual general meeting of the Company held on 29 October 2015 (the "**General Mandate**").

The Company has no existing warrants in issue and the Warrants to be issued under the Rights cum Warrants Issue are not identical to any securities already issued by the Company. Please refer to Part X Section 1 (Additional Information Required For Offer Of Securities By Way Of Rights cum Warrants Issue) and Appendix 1 of this Offer Information Statement for information on the rights, preferences and restrictions attached to the Warrants.

**PLAN OF DISTRIBUTION**

**6. Indicate the amount, and outline briefly the plan of distribution, of the securities that are to be offered otherwise than through underwriters. If the securities are to be offered through the selling efforts of any broker or dealer, describe the plan of distribution and the terms of any agreement or understanding with such entities. If known, identify each broker or dealer that will participate in the offer and state the amount to be offered through each broker or dealer.**

The Rights cum Warrants Issue is proposed to be offered on a renounceable non-underwritten basis by the Company of up to 25,172,385 Rights Shares at the Issue Price of S$0.20 with up to 25,172,385 Warrants, each Warrant carrying the right to subscribe for one (1) New Share at an Exercise Price of S$0.30, on the basis of one (1) Rights Share with one (1) free detachable Warrant for every four (4) existing Shares held by the Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.

The Rights Shares are payable in full upon acceptance and/or application, and upon allotment and issue, will rank *pari passu* in all respects with the then existing Shares for any dividends, rights, allotments or other distributions, the Record Date for which falls on or after the date of issue of the Rights Shares.

Fortune Woods Global Investment Limited and Goodwood Associates Pte. Ltd., each a Substantial Shareholder of the Company, have both indicated to the Company their non-binding intention to subscribe for their respective pro rata Rights Shares entitlements under the Rights cum Warrants Issue so as to maintain their respective existing shareholding percentage, and to also consider subscribing for excess Rights Shares.

Entitled Shareholders will be at liberty to accept, decline, renounce or trade their provisional allotments of Rights Shares with Warrants and will be eligible to apply for additional Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue.

Fractional entitlements to the Rights Shares with Warrants will be disregarded at arriving at Shareholders' entitlements and will, together with the provisional allotments of Rights Shares and Warrants which are not taken up or allotted for any reason, be aggregated and used to satisfy excess applications for Rights Shares with Warrants (if any), or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit for the benefit of the Company. In the allotment of Excess Rights Shares with Warrants, preference will be given to Entitled Shareholders in satisfaction of their application for Excess Rights Shares with Warrants, if any, provided that where there are insufficient Excess Rights Shares with Warrants to allot to each application, the Company shall allot the Excess Rights Shares with Warrants to Entitled Shareholders such that preference will be given to the rounding of odd lots. Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation (direct or through a nominee) on the Board, will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants.

In order to avoid any violation of the securities legislation applicable in countries other than Singapore, only Entitled Shareholders are eligible to participate in the Rights cum Warrants Issue. Please refer to the Section entitled "Eligibility of Shareholders to Participate in the Rights cum Warrants Issue" of this Offer Information Statement for further details.

The allotment and issue of the Rights Shares with Warrants pursuant to the Rights cum Warrants Issue are governed by the terms and conditions set out in this Offer Information Statement, including Appendices 1 to 4 of this Offer Information Statement, the PAL and the ARE.

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**7. Provide a summary of the features of the underwriting relationship together with the amount of securities being underwritten by each underwriter.**

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Not applicable. The Rights cum Warrants Issue is not underwritten.

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## PART VII – ADDITIONAL INFORMATION

### STATEMENTS BY EXPERTS

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**1. Where a statement or report attributed to a person as an expert is included in the offer information statement, provide such person's name, address and qualifications.**

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Not applicable. No statement or report made by an expert is included in this Offer Information Statement.

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**2. Where the offer information statement contains any statement (including what purports to be a copy of, or extract from, a report, memorandum or valuation) made by an expert:**

**(a) state the date on which the statement was made;**

**(b) state whether or not it was prepared by the expert for the purpose of incorporation in the offer information statement; and**

**(c) include a statement that the expert has given, and has not withdrawn, his written consent to the issue of the offer information statement with the inclusion of the statement in the form and context in which it is included in the offer information statement.**

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Not applicable. No statement or report made by an expert is included in this Offer Information Statement.

**3. The information referred to in paragraphs 1 and 2 of this Part need not be provided in the offer information statement if the statement attributed to the expert is a statement to which the exemption under regulation 26(2) or (3) applies.**

Not applicable. No statement or report made by an expert is included in this Offer Information Statement.

**CONSENTS FROM ISSUE MANAGERS AND UNDERWRITERS**

**4. Where a person is named in the offer information statement as the issue manager or underwriter (but not a sub-underwriter) to the offer, include a statement that the person has given, and has not withdrawn, his written consent to being named in the offer information statement as the issue manager or underwriter, as the case may be, to the offer.**

Not applicable. There is no issue manager or underwriter to the offer.

**OTHER MATTERS**

**5. Include particulars of any other matters not disclosed under any other paragraph of this Schedule which could materially affect, directly or indirectly:**

**(a) the relevant entity's business operations or financial position or results; or**

**(b) investments by holders of securities in the relevant entity.**

Save as disclosed elsewhere in this Offer Information Statement and in the public announcements made by the Company via SGXNET, the Directors are not aware of any other matters not disclosed under any other paragraph of this Offer Information Statement which could materially affect, directly or indirectly, the Company as above-captioned.

## PART VIII – ADDITIONAL INFORMATION REQUIRED FOR OFFER OF DEBENTURES OR UNITS OF DEBENTURES

Not applicable.

## PART IX – ADDITIONAL INFORMATION REQUIRED FOR CONVERTIBLE DEBENTURES

Not applicable.

## PART X – ADDITIONAL INFORMATION REQUIRED FOR OFFER OF SECURITIES BY WAY OF RIGHTS CUM WARRANTS ISSUE

**1. Provide –**

**(a) the particulars of the Rights cum Warrants Issue;**

**PRINCIPAL TERMS OF THE RIGHTS SHARES**

| | | |
|---|---|---|
| Number of Rights Shares | : | Up to 25,172,385 Rights Shares will be issued. |
| Basis of Provisional Allotment | : | One (1) Rights Share for every four (4) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded. |
| Issue Price | : | S$0.20 for each Rights Share, payable in full on acceptance and/or application.<br><br>The Issue Price represents a discount of approximately 62.26% to the closing market price of S$0.53 for trades done on the SGX-ST on 29 December 2015, being the last trading day on which the Shares were transacted on the SGX-ST prior to the release of the Announcement, and a discount of approximately 59.60% to the closing price of S$0.495 per Share on the Latest Practicable Date. |
| Non-underwritten | : | The Rights cum Warrants Issue will not be underwritten. In view of the savings in costs by the Company as a result of not having to pay any underwriting fees and there being no minimum amount to be raised by the Rights cum Warrants Issue, the Company has decided to proceed with the Rights cum Warrants Issue without having the Rights cum Warrants Issue being underwritten by any financial institution. |
| Status of the Rights Shares | : | The Rights Shares will, upon allotment and issuance, rank *pari passu* in all respects with the then existing Shares in issue, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares. |
| Listing of the Rights Shares | : | On 17 February 2016, the Company obtained the approval in-principle of the SGX-ST for the listing of and quotation for the Rights Shares, the Warrants and the New Shares on the Official List of the Main Board of the SGX-ST, subject to certain conditions.<br><br>The approval in-principle granted by the SGX-ST is in no way reflective of and is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Right Shares, the Warrants, the New Shares, the Company, its subsidiaries and their securities. |
| Trading of the Rights Shares | : | Upon the listing of and quotation for the Rights Shares on the SGX-ST, the Rights Shares will be traded on the SGX-ST under the book-entry (scripless) settlement system. For the purposes of trading on the SGX-ST, each board lot of Shares will comprise 100 Shares, or such other number of Shares as may be notified by the Company.<br><br>Shareholders who hold odd lots of Shares and who wish to trade in odd lots of Shares on the SGX-ST should note that they will be able to do so on the Unit Share Market of the SGX-ST which allows trading of odd lots with a minimum of one (1) Share. |

| | | |
|---|---|---|
| Acceptance and excess/ additional applications | : | Entitled Shareholders will be at liberty to accept in full or in part, decline or otherwise renounce or in the case of Entitled Depositors, trade their provisional allotments of the Rights Shares with Warrants on the SGX-ST during the provisional allotment trading period prescribed by SGX-ST and will be eligible to apply for the Excess Rights Shares with Warrants.<br><br>Provisional allotments of Rights Shares with Warrants which are not taken up for any reason shall be aggregated and used to satisfy excess applications for Rights Shares (if any) or otherwise dealt with in such manner as the Board may in its absolute discretion deem fit in the interests of the Company.<br><br>In the allotment of Excess Rights Shares with Warrants, preference will be given to Entitled Shareholders in satisfaction of their application for Excess Rights Shares with Warrants, if any, provided that where there are insufficient Excess Rights Shares with Warrants to allot to each application, the Company shall allot the Excess Rights Shares with Warrants to Entitled Shareholders such that preference will be given for the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation (direct or through a nominee) on the board of the Company will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants.<br><br>The procedures for acceptance, payment and excess application by Entitled Depositors and the procedures for acceptance, payment, splitting, renunciation and excess application by Entitled Scripholders are set out in this Offer Information Statement. |
| Fractional Entitlements | : | Fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at the Shareholders' entitlements and will, together with the provisional allotments which are not taken up for any reason, be aggregated and used to satisfy applications for Excess Rights Shares with Warrants (if any), or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit for the benefit of the Company. |
| Use of CPF Funds | : | CPFIS Members may use their CPF account savings (subject to the availability of investible savings) ("**CPF Funds**") for the payment of the Issue Price to subscribe for the provisional allotments of Rights Shares with Warrants and/or apply for Excess Rights Shares with Warrants, subject to the applicable CPF rules and regulations. Such Entitled Shareholders who wish to accept the provisional allotment of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants using the CPF Funds will need to instruct their respective approved banks, where they hold their CPF Investment Accounts, to accept and (if applicable) apply for the Rights Shares with Warrants on their behalf in accordance with the terms and conditions of the Offer Information Statement. CPF Funds may not, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market. |
| Governing Law | : | Laws of the Republic of Singapore |

**PRINCIPAL TERMS OF THE WARRANTS**

| | | |
|---|---|---|
| Number of Warrants | : | Up to 25,172,385 Warrants will be issued. |
| Basis of Provisional Allotment | : | One (1) free detachable Warrant for every one (1) Rights Share subscribed, fractional entitlements to be disregarded. |
| Detachability and trading | : | The Warrants are immediately detachable from the Rights Shares upon issue, and will be issued in registered form and will be listed and traded separately on the SGX-ST under the book-entry (scripless) settlement system, upon the listing of and quotation for the Warrants on the SGX-ST, subject to, amongst others, an adequate spread of holdings of the Warrants to provide for an orderly market in the Warrants. Each board lot of Warrants will consist of 100 Warrants or such other number as may be notified by the Company.<br><br>Shareholders who hold odd lots of Warrants and who wish to trade in odd lots of Warrants on the SGX-ST should note that they will be able to do so on the Unit Share Market of the SGX-ST which allows trading of odd lots with a minimum of one (1) Warrant. |
| Listing of the Warrants | : | On 17 February 2016, the Company obtained the approval in-principle of the SGX-ST for the listing of and quotation for the Rights Shares, the Warrants and the New Shares on the Official List of the Main Board of the SGX-ST, subject to certain conditions.<br><br>The approval in-principle granted by the SGX-ST is in no way reflective of and is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Right Shares, the Warrants, the New Shares, the Company, its subsidiaries and their securities.<br><br>In the event that permission is not granted by the SGX-ST for the listing of and quotation for the Warrants on SGX-ST due to an inadequate spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants, Warrantholders will not be able to trade their Warrants on SGX-ST. |
| Form and subscription rights | : | The Warrants will be issued in registered form and will be constituted by the Deed Poll. Subject to the terms and conditions of the Warrants to be set out in the Deed Poll, every one (1) Warrant shall entitle the Warrantholder, at any time during the Exercise Period, to subscribe for one (1) New Share at the Exercise Price in force on the relevant exercise date. |
| Exercise Price | : | S$0.30 is payable for each New Share, subject to adjustments under certain circumstances to be set out in the Deed Poll. |
| Exercise Period | : | The Warrants may be exercised at any time during the period commencing on and including the date of issue of the Warrants and expiring at 5:00 p.m. on the date immediately preceding the third (3rd) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members is closed or is not a Market Day, in which event the Warrants will expire on the date prior to the closure of the Register of Members or the immediately preceding Market Day, as the case may be (but excluding such period(s) during which the Register of Warrantholders may be closed), subject to the terms and conditions of the Warrants to be set out in the Deed Poll. Warrants remaining unexercised at the expiry of the Exercise Period shall lapse and cease to be valid for any purpose. The right to exercise the Warrants will not be extended beyond the Exercise Period. |

| | | |
|---|---|---|
| End of Exercise Period | : | Not less than one (1) month prior to the expiry of the Exercise Period, the Company shall, *inter alia*:<br>(a) give notice to the Warrantholders in accordance with the terms and conditions set out in the Deed Poll of the expiry of the Exercise Period and announce the same to the SGX-ST via an announcement on SGXNET; and<br>(b) take all reasonable steps to despatch to the Warrantholders notice in writing to their addresses recorded in the Register of Warrantholders or the Depository Register, as the case may be, of the expiry of the Exercise Period.<br>Without prejudice to the generality of the foregoing, Warrantholders who acquire Warrants after the notice of the expiry of the Exercise Price has been given in accordance with the aforementioned shall be deemed to have notice of the expiry of the Exercise Period so long as such notice has been given in accordance with the terms and conditions to be set out in the Deed Poll. |
| Mode of payment for the exercise of Warrants | : | Warrantholders who exercise their Warrants must pay the Exercise Price by way of (a) a remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore in favour of the Company for the full amount of the Exercise Price payable in respect of the Warrants exercised; or (b) by debiting the relevant Warrantholder's CPF Investment Account with the specified CPF Approved Bank for the credit of the Special Account (each term as defined in the Deed Poll) for the full amount of the Exercise Price payable in respect of the Warrants exercised. |
| Adjustment to Exercise Price and/or the number of Warrants | : | The Exercise Price and/or the number of Warrants to be held by each Warrantholder will be subject to adjustments under certain circumstances to be set out in the Deed Poll. Such circumstances include, without limitation, consolidation or subdivision of Shares, capitalisation issues, rights issues and certain capital distributions. Any additional Warrants issued shall rank *pari passu* with the Warrants issued under the Rights cum Warrants Issue and will for all purposes form part of the same series. Any such adjustments shall (unless otherwise provided under the Listing Manual from time to time) be announced by the Company on SGXNET. |
| Status of the New Shares | : | The New Shares arising from the exercise of the Warrants, upon issue and allotment, will rank *pari passu* in all respects with the then existing Shares in issue, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the New Shares. |

Modification of rights of the Warrantholders : The Company may, without the consent of the Warrantholders but in accordance with the terms of the Deed Poll, effect any modification to the terms of the Deed Poll including the terms and conditions of the Warrants which, in the opinion of the Company is:

(a) not materially prejudicial to the interests of the Warrantholders;

(b) of a formal, technical or minor nature;

(c) to correct a manifest error or to comply with mandatory provisions of Singapore law or the rules and regulations of SGX-ST; or

(d) to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of New Shares arising from the exercise thereof or meetings of the Warrantholders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the SGX-ST.

Any such modification shall be binding on the Warrantholders and all persons having an interest in the Warrants. Upon any modification of the terms of the Deed Poll and/or the terms and conditions of the Warrants, notice shall be given to the Warrantholders in accordance with the terms and conditions of the Warrants as set out in the Deed Poll as soon as practicable thereafter.

Without prejudice to any provision of the Deed Poll, any material alteration of the terms and conditions of the Warrants after the issue thereof to the advantage of the Warrantholders and prejudicial to the Shareholders must be approved by the Shareholders in a general meeting, except where the alterations are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.

Transfer and transmission : The Warrants may only be transferred in lots, such that the subscription of the New Shares by Warrantholders may only be effected in whole numbers. A Warrant may only be transferred in the manner prescribed in the terms and conditions of the Warrants to be set out in the Deed Poll including, *inter alia,* the following:

(a) Warrants not registered in the name of CDP — a Warrantholder whose Warrants are registered otherwise than in the name of CDP (the "**Transferor**") shall lodge, during normal business hours on any business day at the specified office of the Warrant Agent, the Transferor's warrant certificate(s) together with a transfer form as prescribed by the Company from time to time (the "**Transfer Form**") duly completed and signed by or on behalf of the Transferor and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty, provided that the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to CDP. A Transferor shall be deemed to remain a holder of the Warrants until the name of the transferee is entered in the Register of Warrantholders by the Warrant Agent;

(b) Deceased Warrantholder — the executors or administrators of a deceased Warrantholder whose Warrants are registered otherwise than in the name of CDP (not being one of several joint holders) or, if the registered holder of the Warrants is CDP, of a deceased Depositor and, in the case of the death of one or more of several joint holders, the survivor or survivors of such joint holders shall be the only persons recognised by the Company as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall be entitled to be registered as Warrantholders and/or to make such transfer(s) as the deceased Warrantholder is entitled to make, upon the production by such persons to the Company and the Warrant Agent of such evidence as may be reasonably required by the Company and the Warrant Agent to prove their title and on payment of the fees and expenses to be set out in the Deed Poll; and

(c) Warrants registered in the name of CDP — where the Warrants are registered in the name of CDP and the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by CDP by way of book entry. A Depositor shall be deemed to remain a Warrantholder of the Warrants until the name of the transferee is entered in the Depository Register by CDP.

Winding-up : If an effective resolution is passed during the Exercise Period for a members' voluntary winding up of the Company, for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement approved by the Warrantholders, the terms of such scheme of arrangement shall be binding on all the Warrantholders and all persons having an interest in the Warrants.

In any other case, if notice is given by the Company to its members to convene a general meeting for the purposes of considering a members' voluntary winding-up of the Company, the Warrantholders may elect to be treated as if they had immediately prior to the commencement of such winding-up exercised the Warrants and had on such date been the holders of the New Shares to which they would have become entitled pursuant to such exercise and the liquidator of the Company shall give effect to such election accordingly. The Company shall give notice to the Warrantholders in accordance with the terms and conditions as set out in the Deed Poll of the passing of any such resolution within seven (7) days after the passing thereof.

Subject to the foregoing, if the Company is wound up for any other reason, all the Warrants which have not been exercised at the date of the passing of such resolution for the winding-up of the Company shall lapse and cease to be valid for any purpose.

Further Issues : Subject to the terms and conditions of the Warrants to be set out in the Deed Poll, the Company shall be at liberty to issue Shares to Shareholders either for cash or as a bonus distribution and further subscription rights upon such terms and conditions as the Company sees fit. However, the Warrantholders shall not have any participation rights in any such issues of Shares by the Company unless otherwise resolved by the Company in a general meeting.

Warrant Agent : B.A.C.S. Private Limited.

Governing law : Laws of the Republic of Singapore.

**(b) the last day and time for splitting of the provisional allotment of the securities to be issued pursuant to the Rights cum Warrants Issue;**

The last date and time for the splitting of the provisional allotment of the Rights Shares is 17 March 2016 at 5.00 p.m.

**(c) The last day and time for acceptance of and payment for the securities to be issued pursuant to the Rights cum Warrants Issue;**

The last date and time for the acceptance of and payment for the Rights Shares is 23 March 2016 at 5:00 p.m. (9.30 p.m. for Electronic Applications through ATMs of Participating Banks).

**(d) The last day and time for acceptance of and payment by the renouncee for the securities to be issued pursuant to the Rights cum Warrants Issue;**

The last date and time for the acceptance of and payment for the Rights Shares by the Renouncee is 23 March 2016 at 5:00 p.m. (9.30 p.m. for Electronic Applications through ATMs of Participating Banks).

**(e) the terms and conditions of the offer of securities to be issued pursuant to the Rights cum Warrants Issue;**

The terms and conditions of the Rights cum Warrants Issue are as set out in this Offer Information Statement, in particular, Appendices 1 to 4 of this Offer Information Statement and in the PAL, the ARE and the ARS.

**(f) the particulars of any undertaking from the substantial shareholders or substantial equity interest-holders, as the case may be, of the relevant entity to subscribe for their entitlements; and**

Not applicable. There is no undertaking from any Substantial Shareholder to subscribe for their entitlements under the Rights cum Warrants Issue.

Notwithstanding that there is no undertaking, Fortune Woods Global Investment Limited and Goodwood Associates Pte. Ltd., each a Substantial Shareholder of the Company, have both indicated to the Company their non-binding intention to subscribe for their respective pro rata Rights Shares entitlements under the Rights cum Warrants Issue so as to maintain their respective existing shareholding percentage, and to also consider subscribing for excess Rights Shares.

**(g) if the Rights cum Warrants Issue is or will not be underwritten, the reason for not underwriting the issue.**

The Rights cum Warrants Issue is not underwritten. In view of the savings in costs by the Company as a result of not having to pay any underwriting fees and there being no minimum amount to be raised from the Rights cum Warrants Issue, the Company has decided to proceed with the Rights cum Warrants Issue without any underwriting by any financial institution.

## ADDITIONAL DISCLOSURE REQUIREMENTS FOR RIGHTS CUM WARRANTS ISSUE UNDER APPENDIX 8.2 OF THE SGX-ST LISTING MANUAL

### 1. REVIEW OF WORKING CAPITAL

**Provide a review of the working capital for the last three financial years and the latest half year, if applicable**

The total current assets, total current liabilities and working capital of the Group for FY2013, FY2014, FY2015 and 2Q2016 are as follows:

| | 30 June 2013 (US$'000) | 30 June 2014 (US$'000) | 30 June 2015 (US$'000) | 31 December 2015 (US$'000) |
|---|---|---|---|---|
| Total Current Assets | 20,050 | 40,933 | 43,954 | 39,262 |
| Total Current Liabilities | 13,657 | 9,878 | 9,709 | 6,576 |
| Working Capital | 6,393 | 31,055 | 34,245 | 32,686 |

A review of the working capital of the Group for the relevant periods is set out below:

**2Q2016 versus 2Q2015**

Working capital increased by US$2.294 million from US$30.392 million at the end of 2Q2015 to US$32.686 million as at the end of 2Q2016. This was mainly attributable to the proceeds from the share placement completed in January 2015.

**FY2015 versus FY2014**

Working capital increased by US$3.190 million from US$31.055 million as at the end of FY2014 to US$34.245 million as at the end of FY2015. This was mainly attributable to the net placement proceeds of US$5.485m (and to a lesser extent, the net effect of the other movements).

**FY2014 versus FY2013**

Working capital increased by US$24.662 million from US$6.393 million as at the end of FY2013 to US$31.055 million as at the end of FY2014. This was mainly due to the reclassification of refundable deposits from non-current to current (as the Group was likely to proceed with the investment in Thai General Nice Coke and Coal Co., Ltd.) and the increase in trade receivables due to the then new Marine Gas Oil business.

### 2. CONVERTIBLE SECURITIES

**(i) Where the right issue or bought deals involves an issue of convertible securities, such as company warrants or convertible debt, the information in Rule 832 of the Listing Manual; and**

Please refer to Parts IV, V and X and Appendix 1 of this Offer Information Statement in relation to the Warrants to be issued pursuant to the Rights cum Warrants Issue.

**(ii) Where the right issue or bought deal is underwritten and the exercise of conversion price is based on price-fixing formula, to state the exercise or conversion price must be fixed and announced before trading of nil-paid rights commence.**

Not applicable. The Rights cum Warrants issue will not be underwritten.

**3. A statement by the Manager, that to the best of its knowledge and belief, this Offer Information Statement constitutes full and true disclosure of all material facts about the Rights cum Warrants Issue, the Company and its Subsidiaries, and that the Manager is not aware of any facts the omission of which would make any statement in this Offer Information Statement misleading; and where documents contains a profit forecast, that is satisfied that the profit forecast has been stated by the directors after reasonable enquiry**

Not applicable. There is no issue manager to the Rights cum Warrants Issue.

## TERMS AND CONDITIONS OF THE WARRANTS

The warrants (the "**Warrants**") to subscribe for new ordinary shares (the "**Shares**") in the capital of New Silkroutes Group Limited (the "**Company**") are issued in conjunction with the renounceable non-underwritten rights cum warrants issue of up to 25,172,385 new ordinary shares (the "**Rights Shares**") in the issued and paid-up capital of the Company at an issue price of S$0.20 for each Rights Share, with up to 25,172,385 free detachable warrants ("**Warrants**"), each warrant carrying the right to subscribe for one (1) new ordinary share in the capital of the company ("**New Share**") at an exercise price of S$0.30 for each New Share, on the basis of one (1) Rights Share with one (1) free detachable Warrant for every four (4) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded (the "**Rights cum Warrants Issue**").

The Rights cum Warrants Issue is undertaken pursuant to the general share issue mandate approved by Shareholders at the annual general meeting held on 29 October 2015. The Rights cum Warrants Issue has also been authorised by resolutions of the board of Directors (the "**Board**") passed on 29 December 2015.

Copies of the Deed Poll are available for inspection at the specified office of the warrant agent referred to in these Terms and Conditions of the Warrants ("**Conditions**"). The holders of the Warrants (the "**Warrantholders**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all provisions of the Deed Poll.

The statements in these Conditions are an extract of the Deed Poll, and are subject to the provision of the Deed Poll:

### 1. DEFINITIONS

In these Conditions (including the recitals above), except where such definition is inconsistent with the subject matter or context, the following words and expressions shall have the meanings set opposite them:

| | | |
|---|---|---|
| **"Act"** | : | The Companies Act, Chapter 50 of Singapore, as amended, modified or supplemented from time to time |
| **"Approved Bank"** | : | Any reputable bank, merchant bank, financial institution or holder of a capital markets services licence in Singapore that is regulated, licensed or approved by the Monetary Authority of Singapore as may be selected by the Directors |
| **"Auditors"** | : | The auditors for the time being of the Company, or if there shall be joint auditors, any one (1) or more of such auditors, or in the event of their being unable or unwilling to carry out any action required of them pursuant to the Deed Poll or these Conditions, such other auditors as may be nominated or approved by the Company |
| **"Books Closure Date"** | : | A date fixed by the Directors for the purpose of determining the entitlement of the Shareholders to the Warrants |
| **"Business Day"** | : | A day (other than a Saturday, Sunday or public holiday) on which the commercial banks, the SGX-ST, the CDP and the Warrant Agent are open for business in Singapore |
| **"CDP"** or **"Depository"** | : | The Central Depository (Pte) Limited (including its successors in title) and where the context requires, shall include any person specified by it, in a notice given to the Company, as its nominee |

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|---|---|---|
| **"Conditions"** | : | The conditions enfaced and/or endorsed on the Warrant Certificates as the same may from time to time be modified in accordance with the provisions set out herein and therein and "**Condition**" refers to the relative numbered paragraph of the Conditions |
| **"CPF"** | : | The Central Provident Fund |
| **"CPF Act"** | : | The Central Provident Fund Act, Chapter 36 of Singapore |
| **"CPF Approved Bank"** | : | Any bank appointed by the CPF Board to be a bank for the purposes of the Central Provident Fund (Investment Schemes) Regulations, as may be modified or amended from time to time |
| **"CPF Board"** | : | The Board of the CPF established pursuant to the CPF Act |
| **"CPF Investment Account"** | : | An account opened by a member of CPF with a CPF Approved Bank from which money can be withdrawn for, *inter alia*, payment of the Exercise Price in connection with the exercise of the Warrants |
| **"Deed Poll"** | : | The Deed Poll and the Schedules (as the same may be modified from time to time in accordance with the terms thereof) and includes any deed executed in accordance with the provisions thereof (as from time to time modified as aforesaid) and expressed to be supplemental thereof |
| **"Depository Agent"** | : | An entity registered with CDP for the purpose of maintaining securities sub-accounts for its own account for the account of others |
| **"Directors"** | : | The Directors of the Company as at the date of this Offer Information Statement |
| **"Exercise Date"** | : | In relation to the exercise of any Warrant, the Business Day (being a day falling within the Exercise Period) on which all the applicable conditions described in Condition 4 are fulfilled or, if fulfilled on different days, on which the last of such conditions is fulfilled provided always that if any such Business Day falls on a date when the Register of Members of the Company and/or the Register of Warrantholders are closed, the Exercise Date will be the earlier of the following Business Day on which such registers are open and the Expiry Date |
| **"Exercise Notice"** | : | In relation to any Warrant, the notice (for the time being current) for exercising the Warrant, copies of which may be obtained from the Warrant Agent |

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|---|---|---|
| **"Exercise Period"** | : | The period during which Warrants may be exercised commencing on the date of the issue of the Warrants and expiring at 5.00 p.m. on the day immediately preceding the third (3rd) anniversary of the date of issue of the Warrants, unless such date is a date on which the Register of Members of the Company and/or the Register of Warrantholders are closed or is not a Market Day, in which event the Warrants shall expire on the date prior to closure of the Register of Members of the Company and/or the Register of Warrantholders or on the immediately preceding Market Day, as the case may be, but excluding such period(s) during which the Register of Members of the Company and/or the Register of Warrantholders may be closed |
| **"Exercise Price"** | : | The sum payable in respect of each New Share for which a Warrantholder will be entitled to subscribe for upon exercise of a Warrant, which shall be S$0.30, subject to adjustments under certain circumstances as may for the time being be applicable in accordance with these Conditions |
| **"Expiry Date"** | : | The last day of the Exercise Period, provided that if such last day falls on a day other than a Business Day, then the Business Day immediately preceding the last day shall be the Expiry Date |
| **"Last Dealt Price"** | : | In relation to a Share on a relevant Market Day, the average of the last dealt price per Share for one (1) or more board lots of Shares on each of the five (5) preceding Market Days up to and including that Market Day on which there is trading of Shares on the SGX-ST |
| **"Market Day"** | : | A day on which the SGX-ST is open for trading of securities in Singapore |
| **"New Shares"** | : | New ordinary Shares in the capital of the Company to be issued, credited as fully paid, upon exercise of the Warrants |
| **"Notice"** | : | A notice given or to be given in accordance with Condition 11 |
| **"Register of Warrantholders"** | : | The Register of Warrantholders to be maintained by the Warrant Agent pursuant to Condition 4(f) |
| **"Rights cum Warrants Issue"** | : | The renounceable non-underwritten rights cum warrants issue by the Company of up to 25,172,385 Rights Shares at the issue price of S$0.20 for each Rights Share, with up to 25,172,385 free detachable Warrants, each Warrant carrying the right to subscribe for one (1) New Share at the Exercise Price, on the basis of one (1) Rights Share with one (1) Warrant for every four (4) existing Shares held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded |
| **"Securities Account"** | : | The securities accounts maintained with CDP, but not including the securities accounts maintained with a Depository Agent |

| | | |
|---|---|---|
| **"SGXNET"** | : | The SGXNET Corporate Announcement System, being a system network used by listed companies to send information and announcements to SGX-ST or any other system networks prescribed by SGX-ST |
| **"SGX-ST"** | : | Singapore Exchange Securities Trading Limited |
| **"Shareholders"** | : | Registered holders of Shares as set out in the register of members of the Company, except that where the registered holder is CDP, the term "**Shareholders**" shall, in relation to such Shares and where the context so admits, mean the Depositors whose Securities Accounts are credited with those Shares |
| **"Shares"** | : | Ordinary shares in the capital of the Company |
| **"Singapore"** | : | The Republic of Singapore |
| **"Special Account"** | : | The account maintained by the Company with a bank in Singapore for the purpose of crediting monies paid by exercising Warrantholders in satisfaction of the Exercise Price in relation to the Warrants exercised by such exercising Warrantholders |
| **"Special Resolution"** | : | A resolution passed at a meeting of the Warrantholders duly convened and held and carried by a majority consisting of not less than three-fourths of the votes cast thereon |
| **"Warrants"** | : | Up to 25,172,385 warrants in registered form to be issued by the Company pursuant to the Deed Poll, each warrant entitling the holder thereof to subscribe for one (1) New Share at the Exercise Price upon and subject to these Conditions |
| **"Warrant Agency Agreement"** | : | The warrant agency agreement executed by the Company and the Warrant Agent pursuant to which, the Warrant Agent is appointed by the Company to act in connection with the Warrants upon the terms and conditions set out therein, as the same may be modified from time to time by the parties thereto, and includes any other agreement (whether made pursuant to the terms of the Warrant Agency Agreement or otherwise) appointing any replacement or additional Warrant Agent or amending or modifying the terms of such appointment |
| **"Warrant Agent"** | : | B.A.C.S. Private Limited or such other person, firm or company as for the time being appointed by the Company to maintain in Singapore the Register of Warrantholders of the Company |
| **"Warrant Certificates"** | : | The certificates (in registered form) on which these Conditions are endorsed, as the same may from time to time be modified in accordance with the provision of the Deed Poll and these Conditions |
| **"Warrantholder"** | : | In relation to a Warrant, the person or persons for the time being registered in the Register of Warrantholders as the holder or joint holders of that Warrant, except that where the registered holder is CDP and the context so admits, it shall mean the Depositor(s) whose Securities Account(s) are credited with such Warrants |
| **"S$"** or **"$"** | : | The lawful currency of Singapore |

The terms "**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the meanings ascribed to them respectively in section 81SF of the Securities and Futures Act, Chapter 289 of Singapore.

**2. FORM AND TITLE**

(a) The Warrants are issued in or substantially in the registered form. Title to the Warrants will be transferable only in accordance with Condition 10. The Warrant Agent will maintain the Register of Warrantholders on behalf of the Company and except as required by law:

(i) the person in whose name a Warrant is registered (other than CDP); and

(ii) (where a Warrant is registered in the name of CDP) each Depositor for the time being appearing in the Depository Register maintained by CDP as having such Warrants credited to his Securities Account(s),

will be deemed to be and be treated as the absolute owner thereof (whether or not the Company shall be in default in respect of the Warrants, or any of the covenants contained in the Deed Poll and notwithstanding any notice of ownership or writing hereon or notice of any previous loss or theft of the Warrant Certificate or any irregularity or error in the Depository Register or records of CDP or any express notice to the Company or the Warrant Agent or any other related matters) for the purpose of giving effect to the exercise of the subscription rights constituted by the Warrants and for all other purposes in connection with the Warrants.

(b) If two (2) or more persons are entered in the Register of Warrantholders or (as the case may be) the Depository Register, as joint holders of any Warrant, they shall be deemed to hold the same as joint tenants with benefit of survivorship subject to the following:

(i) the Company shall not be bound to register more than two (2) persons as the registered joint holders of any Warrant but this provision shall not apply in the case of executors or trustees of a deceased Warrantholder;

(ii) joint holders of any Warrant whose names are entered in the Register of Warrantholders or (as the case may be) the Depository Register shall be treated as one (1) Warrantholder;

(iii) the Company shall not be bound to issue more than one (1) Warrant Certificate for a Warrant registered jointly in the names of several persons and delivery of a Warrant Certificate to the joint holder whose name stands first in the Register of Warrantholders shall be sufficient delivery to all; and

(iv) the joint holders of any Warrant whose names are entered in the Register of Warrantholders or (as the case may be) the Depository Register shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such Warrant.

**3. EXERCISE RIGHTS**

(a) Upon and subject to the terms of these Conditions, each Warrantholder shall have the right by way of exercise of each Warrant held by the Warrantholder, at any time during the Exercise Period, in the manner set out in Condition 4 and otherwise on the terms of and subject to these Conditions, to subscribe for one (1) New Share at the Exercise Price (subject to adjustments in accordance with Condition 5) on the Exercise Date applicable to such Warrant. The Exercise Price shall be applied towards payment for the New Share to be issued on the exercise of the relevant Warrant.

(b) Each Warrant shall entitle the Warrantholder to subscribe for one (1) New Share upon the exercise thereof. No fraction of a Share shall be allotted or issued.

(c) At the expiry of the Exercise Period, any Warrants which have not been exercised in accordance with Condition 4 to the Warrant Agent on or before 5:00 p.m. on the Expiry Date shall lapse and cease to be valid for any purpose.

## 4. PROCEDURE FOR EXERCISE OF WARRANTS

(a) Lodgement Conditions

In order to exercise the Warrant(s), a Warrantholder must before 3.00 p.m. on any Business Day during the Exercise Period (save for the Expiry Date, in which case a Warrantholder must before 5.00 p.m. on such Expiry Date):

(i) lodge, so as to be received at the specified office of the Warrant Agent, the relevant Warrant Certificate registered in the name of the exercising Warrantholder or CDP (as the case may be) for exercise together with the Exercise Notice (copies of which may be obtained from the Warrant Agent) in respect of the Warrants represented thereby, duly completed in accordance with the instructions on such form and signed by or on behalf of the exercising Warrantholder and duly stamped in accordance with any law for the time being in force relating to stamp duty, provided always that the Warrant Agent may dispense with or defer the production of the relevant Warrant Certificate where such Warrant Certificate is registered in the name of CDP;

(ii) furnish such evidence (if any) as the Warrant Agent may require to determine or verify the due execution of the Exercise Notice by or on behalf of the exercising Warrantholder (including every joint Warrantholder, if any) or otherwise to ensure the due exercise of the Warrants and such other evidence as the Company may require to verify due compliance with and for the purposes of administering and implementing the restrictions and provisions set out in these Conditions;

(iii) pay the Exercise Price in accordance with the provisions of Condition 4(b) below;

(iv) pay any deposition or other fees or expenses for the time being chargeable by and payable to CDP (if any) and any stamp, issue, registration or other similar taxes or duties arising on the exercise of the relevant Warrant(s) as the Warrant Agent may require; and

(v) pay any expenses for, and submit any necessary documents required in order to effect, the registration of the New Shares in the name of the exercising Warrantholder or CDP (as the case may be) and the delivery of certificates for the New Shares and any property or other securities to be delivered upon exercise of the relevant Warrants to the place specified by the Warrantholder in the Exercise Notice or to CDP (as the case may be).

Any exercise by a Warrantholder in respect of Warrants registered in the name of CDP shall be further conditional upon:

(aa) the number of Warrants so exercised being credited to the "Free Balance" of the Securities Account of the exercising Warrantholder and remaining so credited until the relevant Exercise Date; and

(bb) the relevant Exercise Notice specifying that the New Shares to be issued on exercise of the Warrants are to be credited to the Securities Account of the exercising Warrantholder, or in the case where funds standing to the credit of a CDP Investment Account are to be used for the payment of the Exercise Price, are to be credited to the Securities Account of the nominee company of the CDP Approved Bank as specified in the Exercise Notice.

An Exercise Notice which does not comply with the conditions above shall be void for all purposes. Warrantholders whose Warrants are registered in the name of CDP irrevocably authorise the Company and the Warrant Agent to obtain from CDP and to rely upon such information and documents as the Company or the Warrant Agent deems necessary to satisfy itself that all the abovementioned conditions have been fulfilled and such other information as the Company or the Warrant Agent may require in accordance with these Conditions and the Deed Poll and to take such steps as may be required by CDP (including the steps set out in CDP's "Guidelines to the Procedures for Exercise of Warrants/TSRs (Warrants)", as amended from time to time) in connection with the operation of the Securities Account of any Warrantholder provided always that the Company and the Warrant Agent shall not be liable in any way whatsoever for any loss or damage incurred or suffered by any Warrantholder as a result of or in connection with reliance by the Company, the Warrant Agent or any other persons upon the Depository Register or the records of, or statements and information supplied by, CDP.

Once all the abovementioned conditions (where applicable) have been fulfilled, the relevant Warrant Certificate(s) (if any), the Exercise Notice and any monies tendered in or paid towards the Exercise Price in accordance with Condition 4(b) below may not be withdrawn without the prior consent in writing of the Company.

(b) Payment of Exercise Price

Payment of the Exercise Price shall be made to the specified officer for the time being of the Warrant Agent by way of:

(i) remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore in favour of the Company for the full amount of the Exercise Price payable in respect of the Warrants exercised; or

(ii) (if applicable, where the use of CPF funds for payment of the Exercise Price is allowed by the CPF Board) by debiting the relevant Warrantholder's CPF Investment Account with the CPF Approved Bank as specified in the Exercise Notice, for the credit of the Special Account for the full amount of the Exercise Price payable in respect of the Warrants exercised,

provided always that any such remittance shall be accompanied by the delivery to the Warrant Agent of the payment advice referred to below and shall comply with any exchange control or other statutory requirements for the time being applicable.

Any payment under this Condition 4(b) shall be made free of any foreign exchange commissions, remittance charges or other deductions and shall be accompanied by a payment advice containing (i) the name of the exercising Warrantholder; (ii) the number of Warrants tendered for exercise; and (iii) if the relevant Warrant Certificate is registered in the name of a person other than CDP, the certificate number(s) of the Warrant Certificate(s) in respect of the Warrant(s) being exercised or, where the Warrant Certificates are registered in the name of CDP, the Securities Account number(s) of the exercising Warrantholder which is to be debited with the number of Warrants being exercised.

If the payment advice fails to comply with any of the foregoing provisions, the Warrant Agent may, at its absolute discretion and without liability on behalf of itself or the Company, refuse to recognise the relevant payment as relating to the exercise of any particular Warrant, and the exercise of the relevant Warrants may accordingly be delayed or treated as invalid. If the relevant payment received by the Warrant Agent in respect of an exercising Warrantholder's purported exercise of all the relevant Warrants lodged with the Warrant Agent is less than the full amount of all the monies payable under Condition 4(a), the Warrant Agent shall not treat the relevant amount so received or any part thereof as payment of such monies or any part thereof or forward the same to the Company unless and until a further payment is made in accordance with the requirements set out in Condition 4(b) above and Condition 4(d) below in an amount sufficient to cover the deficiency. The Company shall not be held responsible in any way whatsoever for any loss arising from the retention of any such payment by the Warrant Agent.

(c) Exercise Date

The relevant Warrant shall, subject to the provisions of this Condition 4 having been satisfied, be treated as exercised on the Exercise Date.

The relevant Warrants and Warrant Certificates shall be cancelled on the Exercise Date, except that, in relation to Warrant Certificates registered in the name of CDP, such Warrant Certificates shall be cancelled as soon as possible after receipt by the Warrant Agent from CDP of instructions as to the cancellation of the Warrant Certificates.

(d) Non-Fulfilment of Lodgement Conditions

If payment of the Exercise Price is made to the Warrant Agent and such payment is not recognised by the Warrant Agent as relating to the exercise of the relevant Warrants or the relevant payment is less than the full amount payable under Condition 4(a), or the conditions set out in Conditions 4(a) or 4(b) above or any other provisions have not then all been fulfilled in relation to the exercise of such Warrants, pending recognition of such payment or full payment or, as the case may

be, fulfilment of the conditions set out in Conditions 4(1) and 4(b) or any other provisions, such payment will (if the Exercise Date in respect of such Warrants had not by then occurred) be returned, without interest, to the exercising Warrantholder on (i) the fourteenth day after receipt of such Exercise Notice by the Warrant Agent; or (ii) the expiry of the Exercise Period, whichever is the earlier. Any such payment will continue to belong to the exercising Warrantholder but may only be withdrawn within the abovementioned fourteen day period with the prior consent in writing of the Company.

The Warrant Agent will, if it is possible to relate the payment so returned to any Warrant Certificates (if applicable) and relevant Exercise Notice previously lodged with the Warrant Agent, return such Warrant Certificates (if applicable) and the relevant Exercise Notice together with the payment to the exercising Warrantholder by ordinary post at the risk and expense of such Warrantholder. The Warrant Agent will be entitled to deduct or otherwise recover any applicable handling charges and out-of-pocket expenses from the exercising Warrantholder.

(e) Allotment of New Shares, Issue of Balancing Warrant Certificates and Status of New Shares

A Warrantholder exercising Warrants which are registered in the name of CDP must have the issuance and delivery of the New Shares arising from the exercise of such Warrants effected in the name of CDP and by crediting such New Shares to the Securities Account(s) of such Warrantholder or of the nominee company of the CPF Approved Bank as specified in the Exercise Notice.

A Warrantholder exercising Warrants registered in his own name may elect in the Exercise Notice to either receive physical share certificates in respect of the New Shares arising from the exercise of such Warrants or to have the issuance and delivery of such New Shares effected in the name of CDP and by crediting such New Shares to his Securities Account(s) with CDP (in which case such Warrantholder shall also duly complete and deliver to the Warrant Agent such forms as may be required by CDP) or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, failing which such exercising Warrantholder shall be deemed to have elected to receive physical share certificates in respect of such New Shares at his address specified in the Register of Warrantholders.

The Company shall allot and issue the New Shares arising from the exercise of the relevant Warrants by a Warrantholder in accordance with the instructions of such Warrantholder as set out in the Exercise Notice and:

(i) where such Warrantholder has (or is deemed to have) elected in the Exercise Notice to receive physical certificates in respect of the New Shares arising from the exercise of the relevant Warrants, the Company shall despatch, as soon as practicable but in any event not later than five (5) Market Days after the relevant Exercise Date, by ordinary post at the address specified in the Exercise Notice and at the risk of such Warrantholder the certificates relating to such New Shares registered in the name of such Warrantholder; and

(ii) where the delivery of New Shares arising from the exercise of the relevant Warrants is to be effected by the crediting of the Securities Account(s) of such Warrantholder or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice (whether by virtue of the Warrantholder exercising Warrants which are registered in the name of CDP or pursuant to election by a Warrantholder exercising Warrants registered in his own name in the relevant Exercise Notice), the Company shall as soon as practicable, but not later than five (5) Market Days after the relevant Exercise Date despatch the certificates relating to such New Shares in the name of, and to, CDP for the credit of the Securities Account(s) of such Warrantholder as specified in the Exercise Notice or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice.

Where the Warrantholder exercises part only (but not all) of the subscription rights represented by the Warrants registered in the name of CDP, the number of Warrants represented by the Warrant Certificates registered in the name of CDP shall be deemed to have been reduced for all purposes by the number of Warrants so exercised. Without prejudice to the foregoing, the Company may, in exchange for the existing Warrant Certificate(s), deliver to CDP a balancing Warrant Certificate in the name of CDP in respect of any Warrants remaining unexercised.

Where a Warrantholder exercises part only (but not all) of the subscription rights represented by the Warrants registered in his name, the Company shall despatch a balancing Warrant Certificate in the name of the exercising Warrantholder in respect of any Warrants remaining unexercised by ordinary post to the address specified in the relevant Exercise Notice (or failing which, to his address specified in the Register of Warrantholders) and at the risk of that Warrantholder.

The New Shares will, upon allotment and issue, rank *pari passu* in all respects with the then existing New Shares, except that they will not be entitled to participate in any dividends, rights, allotments or other distributions, the record date for which is before the relevant Exercise Date. For the purpose of this Condition 4(d) "**record date**" means, in relation to any dividends, rights, allotments or other distributions, the date as at the close of business (or such other time in accordance with market practice as may have been notified in writing by the Company) on which Shareholders must be registered with the Company, or in the case of Shareholders whose Shares are registered in the name of CDP, with CDP in order to participate in such dividends, rights, allotments or other distributions.

(f) Register of Warrantholders

The Warrant Agent will maintain a register (the "**Register of Warrantholders**") containing particulars of the Warrantholders (other than Warrantholders who are Depositors) and such other information relating to the Warrants as the Company may require. The Register of Warrantholders and the Depository Register (if applicable) may at the discretion of the Company be closed during such periods as the Register of Members of the Company and/or Register of Transfers of the Company are closed or deemed to be closed and during such periods as may be required to determine the adjustments to the Exercise Price and/or the number of Warrants held by any Warrantholder or during such other periods as the Company may determine. Notice of the closure of the Register of Warrantholders and the Depository Register (if applicable) will be given to the Warrantholders in accordance with Condition 11.

Except as required by law or as ordered by a court of competent jurisdiction, the Company and the Warrant Agent shall be entitled to rely on the Register of Warrantholders (where the registered holder of a Warrant is a person other than CDP) or the Depository Register (where CDP is the registered holder of a Warrant) or any statement or certificate issued by CDP to the Company or any Warrantholder (as made available to the Company and/or the Warrant Agent) to ascertain the identity of the Warrantholders, the number of Warrants to which such Warrantholders are entitled, to give effect to the exercise of the subscription rights constituted by the Warrants and for all other purposes in connection with the Warrants (whether or not the Company shall be in default in respect of the Warrants of any of these Conditions or any provisions in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any claim on or loss or theft or forgery of any Warrant or Warrant Certificate or any irregularity or error in the Depository Register or records of CDP or any express notice to the Company or Warrant Agent, or any other related matters). Without prejudice to the foregoing, any settlement, confirmation, note or any other communication issued by CDP to any Warrantholder (as made available to the Company and/or the Warrant Agent) or direction or other communication issued by CDP to any Warrantholder or to the Company and/or the Warrant Agent relating to the Warrants or a Warrantholder shall, without prejudice to any other means of producing it in evidence, be conclusive evidence of the Depository Register or the records of CDP, as the case may be. The Company and the Warrant Agent shall not be liable in any way whatsoever for any loss or damage incurred by any Warrantholder as a result of or in connection with reliance by the Company, the Warrant Agent or any other person upon the Depository Register and information or statements supplied by CDP.

(g) Warrant Agent and Registrar

The name of the initial Warrant Agent and the Registrar and their specified offices are set out below. The Company reserves the right at any time to vary or terminate the appointment of the Warrant Agent and to appoint an additional or another Warrant Agent, provided that it will at all times maintain a Warrant Agent having a specified office in Singapore, so long as the Warrants are outstanding. Notice of any such termination or appointment and of any changes in the specified offices of the Warrant Agent will be given to the Warrantholders in accordance with Condition 11.

The Warrant Agent and the Registrar is B.A.C.S. Private Limited of 8 Robinson Road #03-00, ASO Building, Singapore 048544.

## 5. ADJUSTMENTS TO EXERCISE PRICE AND NUMBER OF WARRANTS

(a) The Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted by the Directors in consultation with an Approved Bank and/or Auditors and certified in accordance with Condition 5(b) below by the Auditors. The Exercise Price and the number of Warrants held by each Warrantholder shall, subject to these Conditions, from time to time be adjusted as provided in these Conditions and the Deed Poll in all or any of the following cases:

(i) an issue by the Company of Shares credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account and capital redemption reserve fund but excluding any issue of Shares in respect of which Shareholders may elect to receive Shares in lieu of cash or other dividend) to the Shareholders;

(ii) a Capital Distribution (as defined in Condition 5(b)(ii) below) made by the Company to the Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets);

(iii) an offer or invitation made by the Company to the Shareholders whereunder they may acquire or subscribe for Shares by way of rights;

(iv) an issue (otherwise than pursuant to a rights issue available to all the Shareholders, requiring an adjustment under Condition 5(a)(iii), and other than an issue of Shares in respect of which Shareholders may elect to receive Shares in lieu of cash or other dividend) by the Company of Shares, if the Total Effective Consideration (as defined in Condition 5(b)(iv) below) for each Share is less than 90 per cent. of the average of the Last Dealt Prices for each Share (calculated as provided below); or

(v) an alteration of the value of the Shares by reason of any consolidation, subdivision or conversion.

(b) Subject to these Conditions and the Deed Poll, the Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted in accordance with the following provisions (but so that if the event giving rise to any such adjustment shall be capable of falling within any two (2) or more of Conditions 5(a)(i) to 5(a)(v) above or if such event is capable of giving rise to more than one (1) adjustment, the adjustment shall be made in such manner as the Approved Bank and/or Auditors shall determine):

(i) If and whenever the Company shall make any issue of Shares to the Shareholders credited as fully paid, by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account and capital redemption reserve fund, other than an issue of Shares in respect of which Shareholders may elect to receive Shares in lieu of cash or other dividend), the Exercise Price and the number of Warrants held by each Warrantholder shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{A}{(A + B)} \times X$$

$$\text{Adjusted number of Warrants} = \frac{(A + B)}{A} \times Y$$

where:

A = the aggregate number of issued and fully paid up Shares immediately before such capitalisation issue;

B = the aggregate number of Shares to be issued pursuant to any allotment to the Shareholders credited as fully paid by way of capitalisation of profits or reserves (including any share premium account and capital redemption reserve fund other than an issue of Shares in respect of which Shareholders may elect to receive Shares in lieu of cash or other dividend);

X = existing Exercise Price; and

Y = existing number of Warrants held.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of Market Day next following the record date for such issue.

For the purpose of this Condition 5, "**record date**" in relation to the relevant transaction means the date as at the close of business (or such other time as may be notified by the Company) on which the Shareholders must be registered as such to participate therein.

In the event that there are no appropriate adjustments to the Exercise Price or the number of Warrants, the Approved Bank and/or Auditors may proposed other forms of distribution (either cash or non-cash) to Warrantholders in lieu of or in conjunction with the adjustments to the Exercise Price or the number of Warrants. Such distributions shall be certified by the Auditors to be appropriate and are subject to the approvals of the SGX-ST and of the Shareholders at a general meeting.

(ii) If and whenever:

(aa) the Company shall make a Capital Distribution (as defined below) to the Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or

(bb) the Company shall make any offer or invitation to the Shareholders under which they may acquire or subscribe for Shares by way of rights;

then, in respect of each such case, the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{C - D}{C} \times X$$

and in the case of Condition 5(b)(ii)(bb), the number of Warrants held by each Warrantholder shall be adjusted as follows:

$$\text{Adjusted number of Warrants} = \frac{C}{(C - D)} \times Y$$

where:

C = the average of the Last Dealt Prices immediately preceding the date on which the Capital Distribution or any offer or invitation referred to in Condition 5(b)(ii)(bb), as the case may be, is publicly announced to the SGX-ST or (failing any such announcement), immediately preceding the date of the Capital Distribution, as the case may be, of the offer or invitation;

D = (i) in the case of an offer or invitation to acquire or subscribe for Shares by way of rights under Condition 5(b)(ii)(bb), the value of the rights attributable to one (1) Share (as defined below); or (ii) in the case of any other transaction falling within Condition 5(b)(ii), the fair market value as determined (with the concurrence of the Auditors) by an Approved Bank and/or Auditors of that portion of the Capital Distribution or of the "nil-paid" rights attributable to one (1) Share; and

X = as in X above; and

Y = as in Y above.

For the purpose of definition (i) of "D" above, the "value of the rights attributable to one (1) Share" shall be calculated in accordance with the following formula:

$$\frac{C - E}{F + 1}$$

where:

C = as in C above;

E = the subscription price for one (1) additional Share under the terms of such offer or invitation to acquire or subscribe for Shares by way of rights;

F = the number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share by way of rights; and

1 = one.

For the purposes of Conditions 5(a)(ii) and 5(b)(ii), "**Capital Distribution**" shall (without prejudice to the generality of that expression) include distributions in cash or in specie (other than dividends) or by way of issue (not falling under Condition 5(b)(i) above) of Shares or other securities credited as fully or partly paid up by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account or capital redemption reserve fund but excluding any issue of Shares in respect of which Shareholders may elect to receive Shares in lieu of cash or other dividend). Any distribution out of profits or reserves shall not be deemed to be a Capital Distribution unless the profits or reserves are attributable to profits or gains arising from the sale of assets owned by the Company or any of its subsidiaries on or before that date and any cancellation of capital which is lost or unrepresented by available assets shall not be deemed to be a Capital Distribution.

Such adjustments will be effective (if appropriate, retroactively) from:

(aa) in the case of a transaction falling under condition 5(b)(ii)(aa), the commencement of the Market Day next following the record date for such transactions; and

(bb) in the case of a transaction falling under Condition 5(b)(ii)(bb), the commencement of the Market Day next following the closing date for such offer or invitation. For the purposes of this Condition 5(b)(ii), "**closing date**" shall mean the date by which acceptance and payment for the Shares is to be made under the terms of such offer or invitation.

In the event there are no appropriate adjustments to the Exercise Price or the number of Warrants, the Approved Bank and/or Auditors may propose other forms of distribution (either cash or non-cash) to Warrantholders in lieu of or in conjunction with the adjustments to the Exercise Price or the number of Warrants. Such distributions shall be certified by the Auditors to be appropriate and are subject to the approvals of the SGX-ST and of the Shareholders at a general meeting.

(iii) If and whenever the Company makes any allotment to the Shareholders as provided in Condition 5(b)(i) above and also makes any offer or invitation to the Shareholders as provided in Condition 5(b)(ii)(bb) and the record date for the purpose of the allotment is also the record date for the purpose of the offer or invitation, the Exercise Price and the number of Warrants held by each Warrantholder shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{(G \times J) + (H \times E)}{(G + H + B) \times J} \times X$$

$$\text{Adjusted number of Warrants} = \frac{(G + H + B) \times J}{(G \times J) + (H \times E)} \times Y$$

where:

B = as in B above;

E = as in E above;

G = the aggregate number of issued and fully paid-up Shares on the record date;

H = the aggregate number of new Shares to be issued under an offer or invitation to acquire or subscribe for Shares by way of rights;

J = the average of the Last Dealt Prices immediately preceding the date on which the capitalisation issue and the offer or invitation is publicly announced to the SGX-ST or (failing any such announcement), immediately preceding the date of the capitalisation issue and the offer or invitation;

X = as in X above; and

Y = as in Y above.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day following the closing date for the above transactions.

For the purposes of this condition 5(b)(iii), "**closing date**" shall mean the date by which acceptance and payment for the Shares is to be made under the terms of such offer or invitation.

In the event there are no appropriate adjustments to the Exercise Price or the number of Warrants, the Approved Bank and/or Auditors may propose other forms of distribution (either cash or non-cash) to Warrantholders in lieu of or in conjunction with the adjustments to the Exercise Price or the number of Warrants. Such distributions shall be certified by the Auditors to be appropriate and are subject to the approvals of the SGX-ST and of the Shareholders at a general meeting.

(iv) If and whenever (otherwise than pursuant to a rights issue available to all Shareholders alike and requiring an adjustment under Conditions 5(b)(ii)(bb) or 5(b)(iii) above and other than an issue of Shares in respect of which Shareholders may elect to receive Shares in lieu of cash or other dividend) the Company shall issue any Shares and the Total Effective Consideration per Share (as defined below) is less than 90 per cent. of the average Last Dealt Prices on the SGX-ST immediately preceding the date on which the issue price of such Shares is determined, or, if such price is either before the close of business on the SGX-ST for that day or on a day which is not a Market Day, on the immediately preceding Market Day, the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{L + M}{L + N} \times X$$

where:

L = the number of Shares in issue at the close of business on the SGX-ST on the Market Day immediately preceding the date on which the relevant adjustment becomes effective;

M = the number of Shares which the Total Effective Consideration would have purchased at such average Last Dealt Prices immediately preceding the date on which the issue price of such Shares is determined (exclusive of expenses);

N = the aggregate number of Shares so issued; and

X = as in X above.

Each such adjustment will be effective (if appropriate, retroactively) from the close of business on the SGX-ST on the Market Day immediately preceding the date on which the issue is announced, or (failing any such announcement) immediately preceding the date on which the Company determines the offering price of such Shares.

For the purpose of this Condition 5, the "**Total Effective Consideration**" shall be determined by the Directors with the concurrence of an Approved Bank and/or Auditors and shall be the aggregate consideration receivable by the Company on payment in full for such Shares without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the "**Total Effective Consideration for each Share**" shall be the Total Effective Consideration divided by the number of Shares issued as aforesaid.

In the event there are no appropriate adjustments to the Exercise Price or the number of Warrants, the Approved Bank and/or Auditors may propose other forms of distribution (either cash or non-cash) to Warrantholders in lieu of or in conjunction with the adjustments to the Exercise Price or the number of Warrants. Such distributions shall be certified by the Auditors to be appropriate and are subject to the approvals of the SGX-ST and of the Shareholders at a general meeting.

(v) If and whenever a Share by reason of any consolidation or subdivision or conversion shall have a different value, the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{\text{Revised value for each Share}}{\text{Original value for each Share}} \times X$$

and the number of Warrants shall be adjusted in the following manner:

$$\text{Adjusted number of Warrants} = \frac{\text{Original value for each Share}}{\text{Revised value for each Share}} \times Y$$

where:

X = as in X above; and

Y = as in Y above.

Such adjustments will be effective from the close of the Market Day immediately preceding the date on which the consolidation or subdivision or conversion becomes effective.

(c) Notwithstanding any of the provisions hereinbefore contained, no adjustment to the Exercise Price or the number of Warrants held by each Warrantholder will be required in respect of:

(i) an issue by the Company of Shares to officers, including Directors, or employees of the Company or any of its subsidiaries pursuant to any purchase or option schemes approved by the Shareholders in a general meeting;

(ii) an issue by the Company of Shares in consideration or part consideration for any other securities, assets or business;

(iii) any issue by the Company of Shares pursuant to the exercise of any of the Warrants and any other warrants or the conversion of any convertible securities previously issued by the Company; or

(iv) any issue by the Company of securities convertible into Shares or of rights to acquire or subscribe for Shares and the issue of Shares arising from the conversion or exercise of such securities or rights issued.

(d) If any offer or invitation for Shares is made otherwise than by the Company to the Shareholders, then the Company shall so far as it is able procure that at the same time an offer or invitation is made to the then Warrantholders as if their rights to subscribe for New Shares had been exercised the day immediately preceding the date on which as at the close of business the Shareholders must be registered in order to participate in such offer or invitation on the basis then applicable, provided always that the failure by the Company to procure that an offer or invitation is so made as aforesaid shall not be a breach by the Company of its obligations under these Conditions or the Deed Poll.

(e) Any adjustment to the Exercise Price will be rounded upwards to the nearest half cent. No adjustment(s) to the Exercise Price shall be made unless it has been certified to be in accordance with Condition 5(b) by the Auditors. No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be reduced would be less than one (1) cent and any adjustment which would otherwise then be required shall be carried forward and taken into account appropriately in any subsequent adjustment.

(f) Any adjustment to the number of Warrants held by each Warrantholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants shall be made unless:

(i) it has been certified to be in accordance with Condition 5(b) by the Auditors; and

(ii) approval in-principle has been granted by the SGX-ST for the listing of and quotation for such additional Warrants as may be issued as a result of such adjustment and such additional new shares as may be issued on the exercise of any such Warrants.

(g) If for any reason an event giving rise to an adjustment ("**First Adjustment**") made to the Exercise Price or the number of Warrants held by each Warrantholder pursuant to these Conditions is cancelled, revoked or not completed, the Exercise Price or the number of Warrants held by each Warrantholder shall be readjusted to the amount and number prevailing immediately prior to the First Adjustment with effect from such date and in such manner as an Approved Bank and/or Auditors may consider appropriate.

(h) Notwithstanding the provisions referred to in this Condition 5, in any circumstances where the Directors consider that adjustments to the Exercise Price and/or the number of Warrants held by each Warrantholder provided under the said provisions should not be made or should be calculated on a different basis or date or take effect on a different date or that an adjustment to the Exercise Price and/or the number of Warrants held by each Warrantholder should be made notwithstanding that no such adjustment is required or contemplated under the said provisions, the Company may appoint an Approved Bank and/or Auditors to consider whether for any reason whatsoever the adjustment to be made (or the absence of an adjustment) or the adjustment to be made in accordance with the provisions of this Condition 5 is appropriate or inappropriate, as the case may be, and, if such Approved Bank and/or Auditors shall consider the adjustment to be appropriate or inappropriate, as the case may be, the adjustment shall be modified or nullified or an adjustment made instead of no adjustment in such manner as shall be considered by such Approved Bank and/or Auditors to be in its opinion appropriate.

(i) Whenever there is an adjustment as herein provided, the Company shall give notice to the Warrantholders in accordance with Condition 11 and through a SGXNET announcement to be posted on the SGX-ST website that the Exercise Price and/or the number of Warrants held by each Warrantholder has/have been adjusted and setting forth the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or the number of Warrants and the effective date thereof and shall at all times thereafter so long as any of the Warrants remain exercisable make available for inspection at its registered office for the time being:

(i) a signed copy of the certificate of the Auditors certifying the adjustment to the Exercise Price and/or the number of Warrants; and

(ii) a certificate signed by a Director setting forth brief particulars of the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or the number of Warrants and the effective date thereof,

and shall, on request and at the expense of the Warrantholder, send a copy thereof to any Warrantholder. Whenever there is an adjustment to the number of Warrants held by each Warrantholder, the Company will, as soon as practicable but not later than seven (7) Market Days after the effective date of such adjustment (or such longer period as the SGX-ST may permit), despatch by ordinary post Warrant Certificates for the additional number of Warrants issued to each Warrantholder, at the risk and expense of that Warrantholder, to his address appearing in the Register of Warrantholders or, in respect of Warrants registered in the name of CDP, to CDP provided that if additional Warrants are issued to each Warrantholder as a result of an adjustment which is cancelled, revoked or not completed and the number of Warrants held by each Warrantholder is readjusted pursuant to Condition 5(g), such additional Warrants shall be deemed to be cancelled with effect from such date and in such manner and on such terms and conditions as an Approved Bank and/or Auditors may consider appropriate.

(j) If the Directors, the Approved Bank and/or the Auditors are unable to agree upon any adjustment required under these provisions, the Directors shall refer the adjustment to the decision of another Approved Bank and/or Auditors acting as expert and not as an arbitrator and whose decision as to such adjustment shall be final and conclusive and no certification by the Auditors shall in such circumstances be necessary.

(k) Without prejudice to the generality of Condition 5(h) above, if the Company shall in any way modify the rights attached to any share or loan capital so as to convert or make convertible such share or loan capital into Shares, or attach thereto any rights to acquire or subscribe for Shares, the Company shall appoint an Approved Bank and/or Auditors to consider whether any adjustment is appropriate and if such Approved Bank and/or Auditors and the Directors shall determine that any adjustment is appropriate the Exercise Price and/or the number of Warrants held by each Warrantholder shall be adjusted accordingly.

(l) Any additional Warrants which may be issued by the Company under this Condition 5 shall be part of the series of Warrants constituted by the Deed Poll and shall be issued, subject to and with the benefit of the Deed Poll and these Conditions, on such terms and conditions as the Directors may from time to time think fit.

(m) In giving any certificate or making any adjustment hereunder, the Approved Bank and/or the Auditors shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decisions shall be conclusive and binding the Company, the Warrantholders and all persons having an interest in the Warrants.

(n) Notwithstanding anything herein contained, any adjustment to the Exercise Price and/or the number of Warrants held by each Warrantholder other than in accordance with the provisions of this Condition 5 shall be agreed to by the Company, the Auditors and/or the Approved Bank. Notwithstanding anything herein contained, any adjustments to the Exercise Price or the number of Warrants held by each Warrantholder pursuant to Condition 5(h) above which shall be prejudicial to the Shareholders must be approved by the Shareholders in general meeting.

(o) If the Company shall purchase or otherwise acquire any classes of shares issued by it pursuant to the provisions of the Act, the Company shall, if so required by the Warrantholders by way of a Special Resolution, appoint an Approved Bank and/or the Auditors to consider whether any adjustments to the Exercise Price and/or the number of Warrants held by each Warrantholder is appropriate and the Exercise Price and/or the Number of Warrants held by each Warrantholder shall be adjusted accordingly.

**6. WINDING-UP OF THE COMPANY**

(a) If an effective resolution is passed during the Exercise Period for a members' voluntary winding-up of the Company then:

(i) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the Warrantholders, or some person designated by them for such purpose by Special Resolution, shall be a party to and shall have approved or assented to by way of a Special Resolution, the terms of such scheme of arrangement shall be binding on all the Warrantholders and all persons having an interest in the Warrants; and

(ii) in any other case every Warrantholder shall be entitled upon and subject to these Conditions at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company by irrevocable surrender of his Warrant Certificate(s) to the Company with the Exercise Notice duly completed, together with payment of the relevant Exercise Price and other items required under Condition 4, to elect to be treated as if he had immediately prior to the commencement of such winding-up exercised the Warrants to the extent specified in the Exercise Notice and had on such date been the holder of the Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall, if permitted by law, give effect to such election accordingly.

The Company shall give notice to the Warrantholders in accordance with Condition 11 of the passing of any such resolution within seven (7) days after the passing thereof.

(b) Subject to the foregoing, if the Company is wound up for any other reason, all Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Warrants shall cease to be valid for any purpose.

## 7. FURTHER ISSUES

Subject to these Conditions, the Company shall be at liberty to issue Shares to the Shareholders either for cash or as a bonus distribution and further subscription rights upon such terms and conditions as the Company sees fit but the Warrantholders shall not have any participating rights in such issue unless otherwise resolved by the Company in a general meeting or in the event of a takeover offer to acquire the Shares.

## 8. MEETINGS OF WARRANTHOLDERS AND MODIFICATION

(a) This Deed Poll contains provisions for convening meetings of the Warrantholders to consider any matter affecting their interests, including the sanctioning by Special Resolution of a modification of these Conditions or the Deed Poll. Such a meeting may be convened by the Company or Warrantholders holding not less than twenty (20) per cent (20.0%). of the Warrants for the time being remaining unexercised. The quorum at any such meeting for passing a Special Extraordinary Resolution shall be two (2) or more persons present being Warrantholders or proxies duly appointed by Warrantholders holding or representing over 50 per cent. (50.0%) of the Warrants for the time being unexercised. At any adjourned meeting two (2) or more persons present being Warrantholders or proxies duly appointed by the Warrantholders whatever the number of Warrants so held or represented shall form a quorum.

(b) A Special Resolution duly passed at any meeting of the Warrantholders shall be binding on all the Warrantholders and all other persons having an interest in the Warrants, whether or not they were present at the meeting. Any Warrants which have not been exercised but have been lodged for exercise shall not, unless and until they are withdrawn from lodgement, confer the right to attend or vote at, or join in convening, or be counted in the quorum for any meeting of Warrantholders. Notwithstanding the foregoing, a single person (present either in person or by proxy) shall be deemed to form a quorum for all purposes if he is the holder of all the Warrants remaining unexercised.

(c) The Company may, without the consent of the Warrantholders but in accordance with the terms of the Deed Poll, effect any modification to the Warrants or the Deed Poll which, in the opinion of the Company:

(i) is not materially prejudicial to the interests of the Warrantholders;

(ii) is of a formal, technical or minor nature or to correct a manifest error or to comply with mandatory provisions of Singapore law or the rules and regulations of the SGX-ST; or

(iii) is to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of New Shares arising from the exercise thereof or meetings of the Warrantholders in order to facilitate the trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the SGX-ST.

Any such modification shall be binding on the Warrantholders and all persons having an interest in the Warrants and shall be notified to them in accordance with Condition 11 as soon as practicable thereafter.

(d) Without prejudice to any other provision herein, any material alteration to the terms of the Warrants after the issue thereof to the advantage of the Warrantholders and which are prejudicial to the Shareholders must be first approved by the Shareholders in a general meeting, and if necessary, SGX-ST, except where the alternations are made pursuant to the terms of the Warrants.

(e) The Company must not:

(i) extend the Exercise Period;

(ii) issue a new company warrant to replace the Warrants; or

(iii) change the exercise ratio of the Warrants.

(f) Except where the alterations are made pursuant to the terms of the Warrants, the Company must not change the Exercise Price.

## 9. REPLACEMENT OF WARRANT CERTIFICATES

Should any Warrant Certificate be lost, stolen, destroyed, mutilated or defaced, it may, subject to applicable law and at the discretion of the Company, be replaced upon request by the Warrantholder at the specified office of the Warrant Agent upon payment by the claimant of the expenses incurred in connection therewith and the replacement fee, and on such terms as to evidence and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Warrant Certificate(s) in respect of the Warrants is subsequently exercised, there will be paid to the Company on demand the market value of the Warrants at the time of the replacement thereof) and/or undertaking as the Company may reasonably require. Mutilated or defaced Warrant Certificates must be surrendered to the Warrant Agent before replacements will be issued. The replacement Warrant Certificate will be issued to the registered holder of the Warrant Certificate.

## 10. TRANSFER AND TRANSMISSION OF WARRANTS

(a) Subject to the provisions contained herein, the Warrants shall be transferable in lots entitling the Warrantholder to subscribe for whole numbers of Shares and so that no person shall be recognised by the Company as having title to Warrants entitling the holder thereof to subscribe for a fractional part of a Share or otherwise than as the sole or joint holder of the entirety of such Share.

(b) Subject to applicable law and other provisions of these Conditions, a Warrant which is not registered in the name of CDP may only be transferred in accordance with the following conditions:

(i) a Warrantholder whose Warrants are registered in the name of a person other than CDP (the "**Transferor**") shall lodge, during normal business hours on any Business Day at the specified office of the Warrant Agent, the Transferor's Warrant Certificate(s) together with a form (the "**Transfer Form**") duly completed and signed by, or on behalf of, the Transferor and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty, provided always that the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to CDP. A Transferor shall be deemed to remain a Warrantholder of the Warrants until the name of the transferee is entered in the Register of Warrantholders by the Warrant Agent;

(ii) the Transferor shall furnish such evidence (if any) as the Warrant Agent may require to determine the due execution of the Transfer Form by or on behalf of the transferring Warrantholder;

(iii) the Transferor shall pay the expenses of, and submit any necessary documents required by the Warrant Agent in order to effect the delivery of, the new Warrant Certificates to be issued in the name of the transferee;

(iv) the Transfer Form shall be accompanied by the registration fee, such fee being for the time being a sum of $2.00 (excluding any goods and service tax) for each Warrant Certificate to be transferred, and which shall be payable by cash or cheque, together with any stamp duty and goods and services tax (if any) specified by the Warrant Agent to the Transferor, such evidence as the Warrant Agent may require to determine and verify the due execution of the Transfer Form and payment of the expenses of, and submit, such documents as the Warrant Agent may require to effect delivery of the New Warrant Certificate(s) to be issued in the name of the transferee;

(v) if the Transfer Form has not been fully or correctly completed by the Transferor or the full amount of the fees and expenses due to the Warrant Agent have not been paid to the Warrant Agent, the Warrant Agent shall return such Transfer Form to the Transferor accompanied by written notice of the omission(s) or error(s) and requesting the Transferor to complete and/or amend the Transfer Form and/or to make the requisite payment;

(vi) if the Transfer Form has been fully and correctly completed, the Warrant Agent shall as agent for and on behalf of the Company:

(aa) register the person named in the Transfer Form as transferee in the Register of Warrantholders as registered holder of the Warrant in place of the Transferor;

(bb) cancel the Warrant Certificate(s) in the name of the Transferor; and

(cc) issue new Warrant Certificate(s) in respect of the Warrants registered in the name of the transferee.

(c) With respect to Warrants registered in the name of CDP, any transfer of such Warrants shall be effected subject to and in accordance with these Conditions, applicable law and the rules of CDP as amended from time to time and where the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by CDP by way of book-entry. A Depositor shall be deemed to remain a Warrantholder of the Warrants until the name of the Transferee is entered in the Depository Register by CDP.

(d) The executors and administrators of a deceased Warrantholder whose Warrants are registered otherwise than in the name of CDP (not being one (1) of several joint holders whose Warrants are registered otherwise than in the name of CDP) and, in the case of one (1) or more of several such joint Warrantholders, the survivor or survivors of such joint holders shall be the only persons recognised by the Company and the Warrant Agent as having title to Warrants registered in the name of a deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be required by the Warrant Agent to prove their title, and on the completion of a Transfer Form and the payment of the fees and expenses referred to in Condition 10(b) above be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased holder could have made.

(e) A Transferor or Depositor, as the case may be, shall be deemed to remain the registered holder of the Warrants until the name of the transferee is entered in the Register of Warrantholders by the Warrant Agent or the Depository Register by CDP, as the case may be.

(f) Where the transfer relates only to part (but not all) of the Warrants represented by a Warrant Certificate, the Company shall deliver or cause to be delivered to the Transferor at the cost of the Transferor, a Warrant Certificate in the name of the Transferor in respect of any Warrants not transferred.

## 11. NOTICES

Each Warrantholder is required to nominate an address in Singapore for service of notices and documents by giving a notice in writing to the Company and the Warrant Agent, failing which such Warrantholder shall not be entitled to receive any notices or documents. Notices to Warrantholders may be sent by ordinary post at their own risk to the respective addresses so nominated (and in the case of joint holdings, to the Warrantholder whose name appears first in the Register of Warrantholders or, where applicable, the relevant record of CDP in respect of joint holdings) or be given by advertisement in a daily English language newspaper in circulation in Singapore. Such notices shall be deemed to have been given in the case of posting, on the date of posting and in the case of advertisement, on the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made. If publication is not practicable, notice will be given in such manner as the Warrant Agent may approve.

All notices required to be given pursuant to these Conditions shall also be announced by the Company on SGXNET on the same day as such notice is first published in any leading English language newspaper in circulation in Singapore.

## 12. NOTICE OF EXPIRY DATE

The Company shall, not later than one (1) month before the Expiry Date, give notice to the Warrantholders in accordance with Condition 11, of the Expiry Date and announce to the SGX-ST via an announcement on SGXNET. The Company shall also, not later than one (1) month before the Expiry Date, take reasonable steps to notify the Warrantholders in writing of the Expiry Date and such notice shall be delivered by post to the addresses of the Warrantholders as recorded in the Register of Warrantholders, or in the case of Warrantholders whose Warrants are registered in the name of CDP, their addresses as shown in the records of CDP. Proof of posting or despatch of any notice shall be deemed to be proof of receipt on the next Business Day after posting.

Without prejudice to the generality of the foregoing, Warrantholders who acquire Warrants after the date of notice of the Expiry Date shall be deemed to have notice of the Expiry Date so long as such notice has been given in accordance with this Condition 12. For the avoidance of doubt, neither the Company nor the Warrant Agent shall in any way whatsoever be responsible or liable for any claims, proceedings, costs or expenses arising from failure by the purchaser of Warrants to be aware of or to receive such notification.

## 13. WARRANT AGENT NOT ACTING FOR THE WARRANTHOLDERS

In acting under the Warrant Agency Agreement, the Warrant Agent is, subject to the terms therein, acting as agent for the Company for certain specified purposes and does not assume any obligation or duty to or any relationship or agency or trust for the Warrantholders.

## 14. STAMP DUTY ON EXERCISE OF WARRANTS

The Company will pay all Singapore stamp duties (if any) and any other similar duties or taxes payable in Singapore on or in connection with the initial issue of the Warrant Certificates, the issue of New Shares arising upon the exercise of the Warrants and otherwise as specified in the Deed Poll. Any other stamp duties, similar duties or taxes, fees or charges (if any) on, or arising from, the exercise of Warrants will be for the account of the relevant Warrantholders.

## 15. CONTRACTS (RIGHTS OF THIRD PARTIES ACT)

The Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore shall not under any circumstances apply to these Conditions and any person who is not a party to these Conditions (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in these Conditions), other than a Warrantholder, shall have no right whatsoever under the said Act to enforce these Conditions or any of its terms.

## 16. GOVERNING LAW AND JURISDICTION

The Deed Poll and these Conditions shall be governed by and shall be construed in accordance with the laws of Singapore. The Company submits and each Warrantholder (and if CDP is named in the Register of Warrantholders as the holder of the Warrants, CDP) is deemed to irrevocably and unconditionally submit to the exclusive jurisdiction of the Singapore courts for all purposes in relation to the Warrants and these Conditions but the foregoing shall not prevent or restrict any of them from enforcing any judgment obtained from a Singapore court in any other jurisdiction.

**NOTES**:

(1) The attention of Warrantholders is drawn to Rule 14 of The Singapore Code on Take-Overs and Mergers and sections 139 and 140 of the Securities and Futures Act, Chapter 289 of Singapore ("**SFA**"). In general terms, these provisions regulate the acquisition of effective control of public companies. Warrantholders should consider the implications of these provisions before they exercise their respective Warrants. In particular, a Warrantholder should note that he may be under an obligation to extend a take-over offer for the Company if:

   (a) he intends to acquire by exercise of the Warrants or otherwise, whether at one (1) time or different times, Shares which (together with Shares owned or acquired by him or persons acting in concert with him) carry 30% or more of the voting rights of the Company; or

   (b) he together with persons acting in concert, holds not less than 30% but not more than 50% of the voting rights of the Company and either alone or together with persons acting in concert, intends to acquire additional Shares by the exercise of the Warrants or otherwise in any period of six (6) months, increasing such percentage of the voting rights by more than 1%.

(2) The attention of the Warrantholder is drawn to Condition 3(c) of the Warrants relating to the expiry of the Exercise Period for the exercise of the Warrants.

(3) A Warrantholder who, after exercise of this Warrant, has an interest in not less than 5% of the aggregate of the nominal amount of the voting Shares in the Company or (if he already holds not less than 5% in the manner as aforesaid) increases his percentage shareholding in the Company, so as to result in his aggregate percentage shareholding in the Company crossing the next discrete whole number, is under an obligation to notify the Company of his interest in the manner set out in sections 82 and 83 of the Act and sections 135 and 136 of the SFA.

## PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

### 1. INTRODUCTION

1.1 Entitled Depositors are entitled to receive this Offer Information Statement and the ARE which forms part of this Offer Information Statement. For the purposes of this Offer Information Statement, any reference to an application by way of an Electronic Application without reference to such an Electronic Application being made through an ATM shall, where the Entitled Depositor is a Depository Agent, be taken to include an application made via the SGX-SSH Service.

1.2 The provisional allotments of Rights Shares with Warrants are governed by the terms and conditions of this Offer Information Statement, (if applicable) the Constitution of the Company and the instructions in the ARE.

The number of Rights Shares with Warrants provisionally allotted to each Entitled Depositor is indicated in the ARE (fractional entitlements (if any) having been disregarded). The Securities Accounts of Entitled Depositors have been credited by CDP with the provisional allotments of Rights Shares with Warrants as indicated in the ARE. Entitled Depositors may accept their provisional allotments of Rights Shares with Warrants in full or in part and are eligible to apply for Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue. Full instructions for the acceptance of and payment for the provisional allotments of Rights Shares with Warrants and payment for Excess Rights Shares with Warrants are set out in the Offer Information Statement as well as the ARE.

1.3 If an Entitled Depositor wishes to accept his provisional allotment of Rights Shares with Warrants specified in the ARE, in full or in part, and (if applicable) apply for Excess Rights Shares with Warrants, he may do so by way of an Electronic Application or by completing and signing the relevant sections of the ARE. An Entitled Depositor should ensure that the ARE is accurately completed and signed, failing which the acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants may be rejected.

For and on behalf of the Company, CDP reserves the right to refuse to accept any acceptance(s) and (if applicable) Excess Application(s) if this ARE is not accurately completed and signed or if the "Free Balance" of your Securities Account is not credited with, or is credited with less than the relevant number of Rights Shares with Warrants accepted as at the last time and date for acceptance, application and payment or for any other reason(s) whatsoever the acceptance and (if applicable) the Excess Application is in breach of the terms of the ARE or the Offer Information Statement, at CDP's absolute discretion, and to return all monies received to the person(s) entitled thereto **BY CREDITING HIS/THEIR BANK ACCOUNT(S) WITH THE RELEVANT PARTICIPATING BANK** (if he/they accept and (if applicable) apply through an ATM of a Participating Bank) or **BY MEANS OF A CROSSED CHEQUE SENT BY ORDINARY POST**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK** or in such other manner as he/they may have agreed with CDP for the payment of any cash distributions without interest or any share of revenue or other benefit arising therefrom (if he/they accept and (if applicable) apply through CDP).

**AN ENTITLED DEPOSITOR MAY ACCEPT HIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES WITH WARRANTS SPECIFIED IN HIS ARE AND (IF APPLICABLE) APPLY FOR EXCESS RIGHTS SHARES WITH WARRANTS EITHER THROUGH CDP AND/OR BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK. WHERE AN ENTITLED DEPOSITOR IS A DEPOSITORY AGENT, IT MAY MAKE ITS ACCEPTANCE AND EXCESS APPLICATION (IF APPLICABLE) VIA THE SGX-SSH SERVICE.**

Where an acceptance, application and/or payment does not conform strictly to the terms set out under this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for the Right Shares with Warrants and/or Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue or which does not comply with the instructions for an Electronic Application, or in the case of an application by the ARE, the ARS, the PAL, and/or any other application form for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue which is illegible, incomplete, incorrectly completed, unsigned, signed but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance, the Company and/or CDP may, at their/its absolute discretion, reject or treat as invalid any such acceptance, application, payment and/or other process of remittances at any time after receipt in such manner as they/it may deem fit.

The Company and CDP shall be entitled to process each application submitted for the acceptance of the provisional allotment of Rights Shares with Warrants, and where applicable, application for Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Shareholder, on its own, without regard to any other application and payment that may be submitted by the same Entitled Shareholder. For the avoidance of doubt, insufficient payment for an application may render the application invalid; evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application and (if applicable) application for Excess Rights Shares with Warrants.

1.4 Unless expressly provided to the contrary in this Offer Information Statement, the ARE and/or the ARS with respect to enforcement against Entitled Depositors or their renouncees, a person who is not a party to any contracts made pursuant to this Offer Information Statement, the ARE or the ARS has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B, of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

## 2. MODE OF ACCEPTANCE AND APPLICATION

### 2.1 Acceptance/Application by way of Electronic Application through an ATM of a Participating Bank

Instructions for Electronic Applications through ATMs to accept the Rights Shares with Warrants provisionally allotted or (if applicable) to apply for Excess Rights Shares with Warrants will appear on the ATM screens of the respective Participating Banks. Please refer to Appendix 4 of this Offer Information Statement for the additional terms and conditions for Electronic Applications through an ATM of a Participating Bank.

**IF AN ENTITLED DEPOSITOR MAKES AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK, HE WOULD HAVE IRREVOCABLY AUTHORISED THE PARTICIPATING BANK TO DEDUCT THE FULL AMOUNT PAYABLE FROM HIS BANK ACCOUNT WITH SUCH PARTICIPATING BANK IN RESPECT OF SUCH APPLICATION. IN THE CASE OF AN ENTITLED DEPOSITOR WHO HAS ACCEPTED THE RIGHTS SHARES WITH WARRANTS PROVISIONALLY ALLOTED TO HIM BY WAY OF THE ARE AND/OR THE ARS AND/OR HAS APPLIED FOR EXCESS RIGHTS SHARES WITH WARRANTS BY WAY OF THE ARE AND ALSO BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK, THE COMPANY AND/OR CDP SHALL BE AUTHORISED AND ENTITLED TO ACCEPT HIS INSTRUCTIONS IN WHICHEVER MODE OR COMBINATION AS THE COMPANY AND/OR CDP MAY, IN THEIR ABSOLUTE DISCRETION, DEEM FIT.**

**2.2 Acceptance/Application through CDP**

If the Entitled Depositor wishes to accept the provisional allotment of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants through CDP, he must:

(a) complete and sign the ARE. In particular, he must state in Part C(i) of the ARE the total number of Rights Shares with Warrants provisionally allotted to him which he wishes to accept and the number of Excess Rights Shares with Warrants applied for and in Part C(ii) of the ARE the 6 digits of the Cashier's Order/ Banker's Draft; and

(b) deliver the duly completed and original signed ARE accompanied by **A SINGLE REMITTANCE** for the full amount payable for the relevant number of Rights Shares with Warrants accepted and (if applicable) Excess Rights Shares with Warrants applied for:

(i) by hand to **NEW SILKROUTES GROUP LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, 9 NORTH BUONA VISTA DRIVE, #01-19/20 THE METROPOLIS, SINGAPORE 138588**; or

(ii) by post, **AT THE SENDER'S OWN RISK,** in the self-addressed envelope provided, to **NEW SILKROUTES GROUP LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147,**

in each case so as to arrive not later than **5.00 P.M. ON 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The payment for the relevant number of Rights Shares with Warrants accepted and (if applicable) Excess Rights Shares with Warrants applied for at the Issue Price must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP — NEW SILKROUTES RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

**NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

**2.3 Acceptance through the SGX-SSH Service (for Depository Agents only)**

Depository Agents may accept the provisional allotment of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants through the SGX-SSH service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Company to receive acceptances on its behalf. Such acceptances and (if applicable) applications will be deemed irrevocable and are subject to each of the terms and conditions contained in the ARE and the Offer Information Statement as if the ARE had been completed and submitted to CDP.

**2.4 Insufficient Payment**

If no remittance is attached or the remittance attached is less than the full amount payable for the provisional allotment of Rights Shares with Warrants accepted by the Entitled Depositor and (if applicable) the Excess Rights Shares with Warrants applied for by the Entitled Depositor; the attention of the Entitled Depositor is drawn to paragraphs 1.3 and 5.2 of this Appendix 2 which sets out the circumstances and manner in which the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf whether under the ARE, the ARS or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue.

**2.5 Acceptance of Part of Provisional Allotments of Rights Shares with Warrants and Trading of Provisional Allotments of Rights Shares with Warrants**

An Entitled Depositor may choose to accept his provisional allotment of Rights Shares with Warrants specified in the ARE in full or in part. If an Entitled Depositor wishes to accept part of his provisional allotment of Rights Shares with Warrants and trade the balance of his provisional allotment of Rights Shares with Warrants on the SGX-ST, he should:

(a) complete and sign the ARE for the number of Rights Shares with Warrants provisionally allotted which he wishes to accept and submit the duly completed and original signed ARE together with payment in the prescribed manner as described in paragraph 2.2 above to CDP; or

(b) accept and subscribe for that part of his provisional allotment of Rights Shares with Warrants by way of Electronic Application(s) in the prescribed manner as described in paragraph 2.1 or 2.3 above.

The balance of his provisional allotment of Rights Shares with Warrants may be sold as soon as dealings therein commence on the SGX-ST.

Entitled Depositors who wish to trade all or part of their provisional allotments of Rights Shares with Warrants on the SGX-ST during the provisional allotment trading period should note that the provisional allotments of Rights Shares with Warrants will be tradable in board lots, each board lot comprising provisional allotments of 100 Rights Shares with Warrants, or any other board lot size which the SGX-ST may require. Such Entitled Depositors may start trading in their provisional allotments of Rights Shares with Warrants as soon as dealings therein commence on the SGX-ST. Entitled Depositors who wish to trade in lot sizes other than mentioned above may do so in the Unit Share Market of the SGX-ST during the provisional allotment trading period.

**2.6 Sale of Provisional Allotments of Rights Shares with Warrants**

The ARE need not be forwarded to the purchasers of the provisional allotments of Rights Shares with Warrants ("**Purchasers**'') as arrangements will be made by CDP for separate ARS to be issued to the Purchasers. Purchasers should note that CDP will, for and on behalf of the Company, send the ARS, accompanied by this Offer Information Statement and other accompanying documents, **BY ORDINARY POST AND AT THE PURCHASERS' OWN RISK**, to their respective Singapore addresses as maintained in the records of CDP. Purchasers should ensure that their ARSs are accurately completed and signed, failing which their acceptances of the provisional allotments of Rights Shares with Warrants may be rejected. Purchasers who do not receive the ARS, accompanied by this Offer Information Statement and other accompanying documents, may obtain the same from CDP or the Share Registrar, for the period up to **5.00 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Purchasers should also note that if they make any purchase on or around the last trading day of the nil-paid Rights, this Offer Information Statement and its accompanying documents might not be despatched in time for the subscription of the Rights Shares with Warrants. You may obtain a copy from CDP. Alternatively, you may accept and subscribe by way of Electronic Applications in the prescribed manner as described in paragraph 2.1 above.

This Offer Information Statement and its accompanying documents will not be despatched to Purchasers whose registered addresses with CDP are not in Singapore ("**Foreign Purchasers**"). Foreign Purchasers who wish to accept the provisional allotments of Rights Shares with Warrants credited to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore.

**PURCHASERS SHOULD INFORM THEIR FINANCE COMPANIES OR DEPOSITORY AGENTS IF THEIR PURCHASES OF SUCH PROVISIONAL ALLOTMENTS OF RIGHTS SHARES WITH WARRANTS ARE SETTLED THROUGH THESE INTERMEDIARIES. IN SUCH INSTANCES, IF THE PURCHASERS WISH TO ACCEPT THE RIGHTS SHARES WITH WARRANTS REPRESENTED BY THE PROVISIONAL ALLOTMENTS OF RIGHTS SHARES WITH WARRANTS PURCHASED, THEY WILL NEED TO GO THROUGH THESE INTERMEDIARIES, WHO WILL THEN ACCEPT THE PROVISIONAL ALLOTMENTS OF RIGHTS SHARES WITH WARRANTS ON THEIR BEHALF.**

### 2.7 Renunciation of Provisional Allotments of Rights Shares with Warrants

Entitled Depositors who wish to renounce in full or in part their provisional allotments of Rights Shares with Warrants in favour of a third party should complete the relevant transfer forms with CDP (including any accompanying documents as may be required by CDP) for the number of provisional allotments of Rights Shares with Warrants which they wish to renounce. Such renunciation shall be made in accordance with the "Terms and Conditions for Operations of Securities Accounts with CDP", as the same may be amended from time to time, copies of which are available from CDP. As CDP requires at least three (3) Market Days to effect such renunciation, Entitled Depositors who wish to renounce are advised to do so early to allow sufficient time for CDP to send the ARS and other accompanying documents, for and on behalf of the Company, to the renouncee by ordinary post and **AT HIS OWN RISK**, to his Singapore address as maintained in the records of CDP and for the renouncee to accept his provisional allotments of Rights Shares with Warrants. The last time and date for acceptance of the provisional allotments of Rights Shares with Warrants and payment for the Rights Shares with Warrants by the renouncee is **5.00 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

## 3. COMBINATION APPLICATION

In the event that the Entitled Depositor or the Purchaser accepts his provisional allotments of Rights Shares with Warrants by way of the ARE and/or the ARS and/or has applied for Excess Rights Shares with Warrants by way of the ARE and also by way of Electronic Application(s), the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor or the Purchaser shall be regarded as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the ARE, the ARS and (if applicable) any other acceptance of Rights Shares with Warrants provisionally allotted to him and/or application for Excess Rights Shares with Warrants (including an Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

## 4. ILLUSTRATIVE EXAMPLES

As an illustration, if an Entitled Depositor has 4,000 Shares standing to the credit of his Securities Account as at the Books Closure Date, the Entitled Depositor will be provisionally allotted 1,000 Rights Shares with 1,000 free detachable Warrants as set out in his ARE, on the basis of one (1) Rights Share with one (1) free detachable Warrant for every four (4) existing ordinary shares of the Company at an issue price of S$0.20. The Entitled Depositor's alternative courses of action, and the necessary procedures to be taken under each course of action, are summarised below:

| Alternatives | Procedures to be taken |
|---|---|
| (a) Accept his entire provisional allotment of 1,000 Rights Shares with 1,000 free detachable Warrants and (if applicable) apply for Excess Rights Shares with Warrants. | (1) Accept his entire provisional allotment of 1,000 Rights Shares with 1,000 free detachable Warrants and (if applicable) apply for Excess Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m**. **on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or |

| Alternatives | Procedures to be taken |
|---|---|
| | (2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance in full of his provisional allotment of 1,000 Rights Shares with 1,000 free detachable Warrants and (if applicable) the number of Excess Rights Shares with Warrants applied for and forward the original signed ARE together with a single remittance for S$200.00 (or, if applicable, such higher amount in respect of the total number of Rights Shares with Warrants accepted and Excess Rights Shares with Warrants applied for) by way of a Cashier's Order or Banker's Draft drawn in Singapore currency on a bank in Singapore, and made payable to "**CDP — NEW SILKROUTES RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE**, **A/C PAYEE ONLY**" for the full amount due on acceptance and (if applicable) application, by hand to **NEW SILKROUTES GROUP LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, 9 NORTH BUONA VISTA DRIVE, #01-19/20 THE METROPOLIS, SINGAPORE 138588** or by post, at his own risk, in the self-addressed envelope provided to **NEW SILKROUTES GROUP LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** so as to arrive not later than **5.00 p.m**. **on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) and with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.<br><br>**NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.** |
| (b) Accept a portion of his provisional allotment of Rights Shares with Warrants, for example 500 provisionally allotted Rights Shares with 500 free detachable Warrants, not apply for Excess Rights Shares with Warrants and trade the balance on the SGX-ST. | (1) Accept his provisional allotment of 500 Rights Shares with 500 free detachable Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or<br><br>(2) Complete and sign the ARE in accordance with the instructions contained therein for the acceptance of his provisional allotment of 500 Rights Shares with 500 free detachable Warrants, and forward the original signed ARE, together with a single remittance for S$100.00, in the prescribed manner described in alternative (a)(2) above, to CDP, so as to arrive not later than **5.00 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). |

| Alternatives | Procedures to be taken |
|---|---|
| | The balance of the provisional allotment of 500 Rights Shares with Warrants which is not accepted by the Entitled Depositor may be traded on the SGX-ST during the provisional allotment trading period. Entitled Depositors should note that the provisional allotments of Rights Shares would be tradable in board lot size of 100 Rights Shares or any other board lot size which the SGX-ST may require during the provisional allotment trading period. |
| (c) Accept a portion of his provisional allotment of Rights Shares with Warrants, for example 500 provisionally allotted Rights Shares with 500 free detachable Warrants, and reject the balance. | (1) Accept his provisional allotment of 500 Rights Shares with 500 free detachable Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or<br><br>(2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance of his provisional allotment of 500 Rights Shares with 500 free detachable Warrants and forward the original signed ARE, together with a single remittance for S$100.00, in the prescribed manner described in alternative (a)(2) above to CDP so as to arrive not later than **5.00 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).<br><br>The balance of the provisional allotment of 500 Rights Shares with Warrants which is not accepted by the Entitled Depositor will automatically lapse and cease to be available for acceptance by that Entitled Depositor if an acceptance is not made through an ATM of a Participating Bank by **9.30 p.m. on 23 MARCH 2016** or if an acceptance is not made through CDP by **5.00 p.m. on 23 MARCH 2016.** |

## 5. TIMING AND OTHER IMPORTANT INFORMATION

### 5.1 Timing

**THE LAST TIME AND DATE FOR ACCEPTANCES AND (IF APPLICABLE) EXCESS APPLICATIONS AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IN RELATION TO THE RIGHTS CUM WARRANTS ISSUE IS:**

**(A) 5.00 P.M. ON 23 MARCH 2016 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IS MADE THROUGH CDP OR SGX-SSH SERVICE; AND**

**(B) 9.30 P.M. ON 23 MARCH 2016 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IS MADE THROUGH AN ATM OF A PARTICIPATING BANK.**

If acceptance and payment for the Rights Shares with Warrants in the prescribed manner as set out in the ARE, the ARS or the PAL (as the case may be) and this Offer Information Statement is not received through an ATM of a Participating Bank by **9.30 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) or through CDP by **5.00 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) from any Entitled Depositor or Purchaser, the provisional allotments of Rights Shares with Warrants shall be deemed to have been declined and shall forthwith lapse and become void, and such provisional allotments not so accepted will be used to satisfy Excess Rights Shares applications, if any, or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit. All moneys received in connection therewith will be returned by CDP for and on behalf of the Company to the Entitled Depositors or the Purchasers, as the case may be, without interest or any share of revenue or other benefit arising therefrom, by ordinary post **AT THE ENTITLED DEPOSITOR'S OR PURCHASER'S OWN RISK (AS THE CASE MAY BE)** to their mailing address as maintained in the records of CDP.

**IF AN ENTITLED DEPOSITOR OR PURCHASER (AS THE CASE MAY BE) IS IN ANY DOUBT AS TO THE ACTION HE SHOULD TAKE, HE SHOULD CONSULT HIS STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.**

**5.2 Appropriation**

Without prejudice to paragraph 1.3 of this Appendix 2, an Entitled Depositor should note that:

(a) by accepting his provisional allotment of Rights Shares with Warrants and/or applying for Excess Right Shares, he acknowledges that, in the case where the amount of remittance payable to the Company in respect of his acceptance of the Rights Shares with Warrants provisionally allotted to him and (if applicable) in respect of his application for Excess Rights Shares with Warrants as per the instructions received by CDP whether under the ARE, the ARS and/or in any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue differs from the amount actually received by CDP, or the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf for each application on its own whether under the ARE, the ARS and/or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue as follows: firstly, towards payment of all amounts payable in respect of his acceptance of the Rights Shares with Warrants provisionally allotted to him; and secondly, (if applicable) towards payment of all amounts payable in respect of his application for Excess Rights Shares with Warrants. The determination and appropriation by the Company and CDP shall be conclusive and binding;

(b) if the Entitled Depositor has attached a remittance to the ARE, the ARS and/or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue made through CDP, he would have irrevocably authorised the Company and CDP, in applying the amounts payable for his acceptance of the Rights Shares with Warrants and (if applicable) his application for Excess Rights Shares with Warrants, to apply the amount of the remittance which is attached to the ARE, the ARS and/or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue made through CDP; and

(c) in the event that the Entitled Depositor accepts the Rights Shares with Warrants provisionally allotted to him by way of the ARE and/or the ARS and/or has applied for Excess Rights Shares with Warrants by way of the ARE and also by way of Electronic Application(s), the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor shall be deemed as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the ARE, the ARS and/or any other acceptance and/or application for Excess Rights Shares with Warrants (including Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

**5.3 Availability of Excess Rights Shares with Warrants**

The Excess Rights Shares with Warrants available for application are subject to the terms and conditions contained in the ARE, this Offer Information Statement and (if applicable) the Constitution of the Company. Applications for Excess Rights Shares with Warrants will, at the Directors' absolute discretion, be satisfied from such Rights Shares with Warrants as are not validly taken up by the Entitled Shareholders, the original allottee(s) or their respective renouncee(s) or the Purchaser(s) of the provisional allotments of Rights Shares with Warrants together with the aggregated fractional entitlements to the Rights Shares with Warrants, any unsold "nil-paid" provisional allotment of Rights Shares with Warrants (if any) of Foreign Shareholders and any Rights Shares with Warrants that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the ARE and this Offer Information Statement. In the event that applications are received by the Company for more Excess Rights Shares with Warrants than are available, the Excess Rights Shares with Warrants available will be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. **CDP TAKES NO RESPONSIBILITY FOR ANY DECISION THAT THE DIRECTORS MAY MAKE**. In the allotment of Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and Substantial Shareholders and Directors will rank last in priority. The Company reserves the right to refuse any application for Excess Rights Shares with Warrants, in whole or in part, without assigning any reason whatsoever. In the event that the number of Excess Rights Shares with Warrants allotted to an Entitled Depositor is less than the number of Excess Rights Shares with Warrants applied for, the Entitled Depositor shall be deemed to have accepted the number of Excess Rights Shares with Warrants actually allotted to him.

If no Excess Rights Shares with Warrants are allotted or if the number of Excess Rights Shares with Warrants allotted is less than that applied for, the amount paid on application or the surplus application moneys, as the case may be, will be refunded to such Entitled Depositors, without interest or any share of revenue or other benefit arising therefrom, within three (3) business days after the commencement of trading of the Rights Shares with Warrants, by crediting their bank accounts with the relevant Participating Bank **AT THEIR OWN RISK** (if they had applied for Excess Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank), the receipt by such banks being a good discharge to the Company and CDP of their obligations, if any, thereunder, or by means of a crossed cheque in Singapore currency drawn on a bank in Singapore and sent **BY ORDINARY POST AT THEIR OWN RISK** to their mailing address as maintained in the records of CDP or in such other manner as they may have agreed with CDP for the payment of any cash distributions (if they had applied for Excess Rights Shares with Warrants through CDP).

**5.4 Deadlines**

It should be particularly noted that unless:

(a) acceptance of the provisional allotment of Rights Shares with Warrants is made by the Entitled Depositors or the Purchasers (as the case may be) by way of an Electronic Application through an ATM of a Participating Bank and payment of the full amount payable for such Rights Shares with Warrants is effected by **9.30 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or

(b) the duly completed and original signed ARE or ARS accompanied by a single remittance for the full amount payable for the relevant number of Rights Shares with Warrants accepted and (if applicable) Excess Rights Shares with Warrants applied for at the Issue Price, made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP — NEW SILKROUTES RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the names and Securities Account numbers of the Entitled Depositors or the Purchasers (as the case may be) clearly written in block letters on the reverse side of the Cashier's order or Banker's Draft is submitted by hand to **NEW SILKROUTES GROUP LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, 9 NORTH BUONA VISTA DRIVE, #01-19/20 THE METROPOLIS, SINGAPORE 138588** or by post in the self-addressed

envelope provided, **AT THE SENDER'S OWN RISK**, to **NEW SILKROUTES GROUP LIMITED C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** by **5.00 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or

(c) acceptance is made by a Depository Agent via the SGX-SSH Service and payment in Singapore currency by way of telegraphic transfer by the Depository Agent/(s) for the Rights Shares with Warrants is effected by **5.00 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company),

the provisional allotment of Rights Shares with Warrants will be deemed to have been declined and shall forthwith lapse and become void and cease to be capable of acceptance.

All moneys received in connection therewith will be returned to the Entitled Depositors or the Purchasers (as the case may be) without interest or any share of revenue or other benefit arising therefrom **BY ORDINARY POST** and at the **ENTITLED DEPOSITORS' OR PURCHASERS' OWN RISK (AS THE CASE MAY BE)** to their mailing addresses as maintained in the records of CDP.

**ACCEPTANCES AND/OR APPLICATIONS ACCOMPANIED BY ANY OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL NOT BE ACCEPTED.**

**5.5 Certificates**

The certificates for the Rights Shares with Warrants and (if applicable) Excess Rights Shares with Warrants will be registered in the name of CDP or its nominee. Upon the crediting of the Rights Shares with Warrants and (if applicable) Excess Rights Shares with Warrants, CDP will send to you, **BY ORDINARY POST AND AT YOUR OWN RISK**, a notification letter showing the number of Rights Shares, Warrants and (if applicable) Excess Rights Shares with Warrants credited to your Securities Account.

**5.6 General**

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Rights Shares with Warrants provisionally allotted and credited to your Securities Account. You can verify the number of Rights Shares with Warrants provisionally allotted and credited to your Securities Account online if you have registered for CDP Internet Access or through the CDP Automated Phone Services Hotline number (65) 6535-7511 using your telephone pin (T-Pin). Alternatively, you may proceed personally to CDP with your identity card or passport to verify the number of Rights Shares with Warrants provisionally allotted and credited to your Securities Account.

It is your responsibility to ensure that the ARE and/or ARS is accurately completed in all respects and signed. The Company and/or CDP will be authorised and entitled to reject any acceptance and/or application which does not comply with the terms and instructions contained herein and in the ARE and/or ARS, or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. Any decision to reject the ARE and/or ARS on the grounds that it has been signed but not in its originality, incompletely, incorrectly or invalidly signed, completed or submitted will be final and binding, and neither CDP nor the Company accepts any responsibility or liability for the consequences of such a decision.

**EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS OFFER INFORMATION STATEMENT, ACCEPTANCE OF THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES WITH WARRANTS AND (IF APPLICABLE) YOUR APPLICATION FOR EXCESS RIGHTS SHARES WITH WARRANTS IS IRREVOCABLE.**

No acknowledgement will be given for any submissions sent by post, deposited into boxes located at CDP's premises or submitted by hand at CDP's counters. You can check the status of your acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) your application for Excess Rights Shares with Warrants through the CDP Automated Phone Services Hotline number (65) 6535-7511 using your T-Pin.

**CDP Phone User Guide**

1. Dial (65) 6535-7511
2. Press '1' for English; Press '2' for Mandarin
3. Press '3' for 'Corporate Actions Announcement and Transactions'
4. Press '2' for your rights application status
5. Enter your 12 digit CDP securities account number
6. Enter your 6 digit telephone pin

All communications, notices, documents and remittances to be delivered or sent to you will be sent by **ORDINARY POST** to your mailing address as maintained in the records of CDP, and **AT YOUR OWN RISK**.

**5.7 Personal Data Privacy**

By completing and delivering an ARE or an ARS and in the case of an Electronic Application through an ATM of a Participating Bank, by pressing the "Enter" or "OK" or "Confirm" or "Yes" key on the ATM, an Entitled Depositor (i) consents to the collection, use and disclosure of his personal data by the Participating Banks, the Share Registrar, Securities Clearing and Computer Services (Pte) Ltd, CDP, the SGX-ST and the Company (the "**Relevant Persons**") for the purposes of facilitating his application for the Rights Shares with Warrants and (if applicable) his application for Excess Rights Shares with Warrants, and in order for the Relevant Person to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law, and (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

## PROCEDURES FOR ACCEPTANCE, SPLITTING, RENUNCIATION, EXCESS APPLICATION AND PAYMENT BY ENTITLED SCRIPHOLDERS

### 1 INTRODUCTION

1.1 Entitled Scripholders are entitled to receive this Offer Information Statement with the following documents which are enclosed with, and are deemed to constitute a part of, this Offer Information Statement:

PAL incorporating:

| | |
|---|---|
| Form of Acceptance | **Form A** |
| Request for Splitting | **Form B** |
| Form of Renunciation | **Form C** |
| Form of Nomination | **Form D** |
| Excess Rights Shares with Warrants Application Form | **Form E** |

1.2 The provisional allotment of the Rights Shares with Warrants and application for Excess Rights Shares with Warrants are governed by the terms and conditions of this Offer Information Statement, the PAL and (if applicable) the Constitution of the Company. The number of Rights Shares with Warrants provisionally allotted to Entitled Scripholders is indicated in the PAL (fractional entitlements, if any, to be disregarded). Entitled Scripholders may accept their provisional allotments of Rights Shares with Warrants, in full or in part, and are eligible to apply for Rights Shares with Warrants in excess of their entitlements under the Rights cum Warrants Issue.

1.3 Full instructions for the acceptance of and payment for the Rights Shares with Warrants provisionally allotted to Entitled Scripholders and the procedures to be adopted should they wish to renounce, transfer or split their provisional allotments are set out in the PAL.

1.4 With regard to any application and/or acceptance which does not conform strictly to the instructions set out under this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for the Rights Shares with Warrants in relation to the Rights cum Warrants Issue or with the terms and conditions of this Offer Information Statement, or in the case of any application by the ARE, the ARS, the PAL, and/or any other application form for the Rights Shares with Warrants in relation to the Rights cum Warrants Issue which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance, the Company may, at its absolute discretion, reject or treat as invalid any such application and present for payment or other processes all remittances at any time after receipt in such manner as it may deem fit.

1.5 The Company and the Share Registrar shall be entitled to process each application submitted for the acceptance of Rights Shares with Warrants, and where applicable, application of Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Scripholder, on its own, without regard to any other application and payment that may be submitted by the same Entitled Scripholder. For the avoidance of doubt, insufficient payment for an application may render the application invalid; evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application and (if applicable) application for Excess Rights Shares with Warrants.

1.6 **THE FULL AMOUNT PAYABLE FOR THE RELEVANT NUMBER OF RIGHTS SHARES WITH WARRANTS ACCEPTED/APPLIED FOR WILL BE ROUNDED UP TO THE NEAREST WHOLE CENT, IF APPLICABLE.**

1.7 **Entitled Scripholders who intend to trade any part of their provisional allotment of Rights Shares with Warrants on the SGX-ST should note that all dealings in and transactions of the provisional allotments of Rights Shares with Warrants through the SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PALs will not be valid for delivery pursuant to trades done on the SGX-ST.**

1.8 Unless expressly provided to the contrary in this Offer Information Statement and/or the PAL, a person who is not a party to this Offer Information Statement and/or the PAL has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

## 2 FORM OF ACCEPTANCE (FORM A)

### 2.1 Acceptance

An Entitled Scripholder, who wishes to accept his entire provisional allotment of Rights Shares with Warrants or to accept any part of it and decline the balance, should:

(a) complete the Form of Acceptance (Form A) for the number of Rights Shares with Warrants which he wishes to accept; and

(b) forward the PAL in its entirety, duly completed and signed, together with the remittance for the full amount due and payable on acceptance in the manner hereinafter prescribed to **NEW SILKROUTES GROUP LIMITED C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 8 ROBINSON ROAD #03-00, ASO BUILDING, SINGAPORE 048544,** so as to arrive not later than **5:00 p.m. on 23 MARCH 2016**, (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

### 2.2 Insufficient Payment

If no remittance is attached or the remittance attached is less than the full amount payable for the provisional allotment of Rights Shares with Warrants accepted by the Entitled Scripholder and (if applicable) the Excess Rights Shares with Warrants applied for by the Entitled Scripholder; the attention of the Entitled Scripholder is drawn to paragraph 3.3 of this Appendix 3 which sets out the circumstances and manner in which the Company and the Share Registrar shall be entitled to determine the number of Rights Shares with Warrants which the Entitled Scripholder has given instructions to accept.

### 2.3 Appropriation

An Entitled Scripholder should note that by accepting his provisional allotment of Rights Shares with Warrants, he acknowledges that the Company and the Share Registrar, in determining the number of Rights Shares with Warrants which the Entitled Scripholder has given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Rights Shares with Warrants, whether by way of Cashier's Order or Banker's Draft drawn on a bank in Singapore.

## 3 REQUEST FOR SPLITTING (FORM B) AND RENUNCIATION (FORM C)

3.1 Entitled Scripholders who wish to accept a portion of their provisional allotments of Rights Shares with Warrants and renounce the balance of their provisional allotments of Rights Shares with Warrants, or who wish to renounce all or part of their provisional allotments of Rights Shares with Warrants in favour of more than one person, should first, using the Request for Splitting (Form B), request to have their provisional allotments of Rights Shares with Warrants under the PAL split into separate PALs ("**Split Letters**") according to their requirements. The duly completed Form B together with the PAL in its entirety should then be returned to **NEW SILKROUTES GROUP LIMITED C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 8 ROBINSON ROAD #03-00, ASO BUILDING, SINGAPORE 048544,** not later than **5:00 p.m.**

**on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Split Letters will then be issued to Entitled Scripholders in accordance with their request. No Split Letters will be issued to Entitled Scripholders if Form B is received after **5:00 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The Company reserves the right to reject any request for Split Letters if, in the opinion of the Directors of the Company, the Rights Shares with Warrants requested for in the Split Letters are in unreasonable denominations. The surrender of the PAL purported to be signed by an Entitled Scripholder shall be conclusive evidence in favour of the Company, the Share Registrar and any other person involved in the Rights cum Warrants Issue of the title of the person(s) lodging it, or on whose behalf it is lodged, to deal with the same and to receive Split Letter(s) and to have credited to that person's Securities Account with CDP the Rights Shares with Warrants allotted to him or, if relevant, to receive physical Share certificate(s) and/or to receive any statement from CDP and/or refund of acceptance or application monies. Instructions relating to acceptance, payment, renunciation, nomination and consolidation set out in the PAL shall apply to Split Letters received consequent upon the original provisional allotment of Rights Shares with Warrants being split.

3.2 The Split Letters representing the number of Rights Shares with Warrants which Entitled Scripholders intend to renounce may be renounced by completing the Form for Renunciation (Form C) before delivery to the Renouncee. Entitled Scripholders should complete Form A of the Split Letter(s) representing that part of their provisional allotments of Rights Shares with Warrants they intend to accept, if any. The said Split Letter(s) together with the remittance for the payment (if required) in the prescribed manner should be forwarded to the Share Registrar so as to arrive not later than **5:00 p.m. on 23 MARCH 2016**.

3.3 Entitled Scripholders who wish to renounce their entire provisional allotments of Rights Shares with Warrants in favour of one person, or renounce any part of it in favour of one person and decline the balance, should complete Form C for the number of provisional allotments of Rights Shares with Warrants which they wish to renounce and deliver the PAL in its entirety to the Renouncee(s).

Entitled Scripholders should also complete Form A of the Split Letter(s) representing that part of their provisional allotments of Rights Shares with Warrants they intend to accept, if any. The said Split Letter(s) together with the remittance for the payment (if required) in the prescribed manner should be forwarded to the Share Registrar so as to arrive not later than **5:00 p.m. on 23 MARCH 2016**.

The surrender of the PAL purported to be signed by an Entitled Scripholder shall be conclusive evidence in favour of the Company, the Share Registrar and any other person involved in the Rights cum Warrants Issue of the title of the Renouncee to deal with it and (if applicable) to receive Split Letters and to have credited to the Renouncee's Securities Account with CDP the Rights Shares with Warrants renounced to him or, if relevant, to receive physical Share certificate(s) for the Rights Shares and/or to receive any statement from CDP and/or return or refund of surplus acceptance monies.

## 4 FORM OF NOMINATION (WITH CONSOLIDATED LISTING FORM) (FORM D)

Each Entitled Scripholder may consolidate the Rights Shares with Warrants provisionally allotted in the PAL together with those comprised in any PALs and/or Split Letters renounced in his favour by completing and signing Form A (Form of Acceptance) and the Consolidated Listing Form in Form D of the PAL and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed and with the serial number of the Principal PAL (as hereinafter defined) stated on each of them.

A Renouncee who is not an Entitled Scripholder and who wishes to consolidate the provisional allotments of Rights Shares with Warrants comprised in several renounced PALs and/or Split Letters in one name only or in the name of a joint Securities Account should complete the Consolidated Listing Form in Form D (Form of Nomination) of only one PAL or Split Letter (the "**Principal PAL**") by entering therein details of the renounced PALs and/or Split Letters and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed, and with the serial number of the Principal PAL stated on each of them.

**ALL THE RENOUNCED PALS AND SPLIT LETTERS, EACH DULY COMPLETED AND SIGNED, MUST BE ATTACHED TO FORM A OR FORM D (AS THE CASE MAY BE).**

Form D together with the PAL in its entirety, duly completed and signed, together with payment in the prescribed manner, are to reach **NEW SILKROUTES GROUP LIMITED C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 8 ROBINSON ROAD #03-00, ASO BUILDING, SINGAPORE 048544,** so as to arrive not later than **5:00 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

**5 PAYMENT**

5.1 Payment in relation to the PALs must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**NEW SILKROUTES RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and address of the Entitled Scripholder or acceptor clearly written in block letters on the reverse side of the remittance. The completed PAL and remittance should be addressed and forwarded, at the sender's own risk, to **NEW SILKROUTES GROUP LIMITED C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 8 ROBINSON ROAD #03-00, ASO BUILDING, SINGAPORE 048544** so as to arrive not later than **5:00 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORM OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

5.2 If acceptance and payment in the prescribed manner as set out in the PAL is not received by **5:00 p.m. on 23 MARCH 2016**, the provisional allotments of Rights Shares with Warrants will be deemed to have been declined and such provisional allotments not so accepted will be used to satisfy Excess Applications, if any, or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. The Company will return all unsuccessful application monies received in connection therewith by **ORDINARY POST and at the risk of the Entitled Scripholders or their Renouncee(s)**, as the case may be, without interest or any share of revenue or benefit arising therefrom, within fourteen (14) days after the Closing Date.

**6 APPLICATION FOR EXCESS RIGHTS SHARES WITH WARRANTS (FORM E)**

6.1 Entitled Scripholders who wish to apply for Excess Rights Shares with Warrants in addition to those which have been provisionally allotted to them may do so by completing the Excess Rights Shares with Warrants Application Form (Form E) and forwarding it with a **SEPARATE REMITTANCE** for the full amount payable in respect of the Excess Rights Shares with Warrants applied for in the form and manner set out in paragraph 5 above, **AT THEIR OWN RISK**, to **NEW SILKROUTES GROUP LIMITED C/O THE SHARE REGISTRAR, B.A.C.S. PRIVATE LIMITED, 8 ROBINSON ROAD #03-00, ASO BUILDING, SINGAPORE 048544,** so as to arrive not later than **5:00 p.m. on 23 MARCH 2016** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). **NO OTHER FORM OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

**FORM E IS NOT TRANSFERABLE AND MAY ONLY BE USED BY THE ENTITLED SCRIPHOLDERS NAMED THEREIN.**

6.2 The Excess Rights Shares with Warrants available for application are subject to the terms and conditions contained in the PAL, Form E, this Offer Information Statement and (if applicable) the Constitution of the Company. Applications for Excess Rights Shares with Warrants will, at the Directors' absolute discretion, be satisfied from such Rights Shares with Warrants as are not validly taken up by the Entitled Shareholders, the original allottee(s) or their respective Renouncee(s) or the Purchaser(s) of the provisional allotments of Rights Shares with Warrants, together with the aggregated fractional entitlements to the Rights Shares with Warrants, the unsold "nil-paid" provisional allotment of Rights Shares with Warrants (if any) of Foreign Shareholders and any Rights Shares with Warrants that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the PAL, Form E, this Offer

Information Statement and (if applicable) the Constitution of the Company. In the event that applications are received by the Company for more Excess Rights Shares with Warrants than are available, the Excess Rights Shares with Warrants available will be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. In the allotment of Excess Rights Shares with Warrants, preference will be given to Shareholders for the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation (direct or through a nominee) on the Board of the Company will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants. The Company will not make any allotment and issue of Rights Shares with Warrants that will result in a transfer of controlling interest in the Company unless otherwise approved by Shareholders in a general meeting. The Company reserves the right to refuse, in whole or in part, any application for Excess Rights Shares with Warrants without assigning any reason whatsoever.

6.3 If no Excess Rights Shares with Warrants are allotted to Entitled Scripholders or if the number of Excess Rights Shares with Warrants allotted to them is less than that applied for, the amount paid on application or the surplus application monies, as the case may be, will be refunded to them by the Company without interest or any share of revenue or other benefit arising therefrom within fourteen (14) days of the Closing Date, **BY ORDINARY POST** to their mailing addresses as maintained with the Share Registrar **at their own risk**.

## 7 GENERAL

7.1 No acknowledgements or receipts will be issued in respect of any acceptances, remittances or applications.

7.2 **Entitled Scripholders who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.**

7.3 Upon listing and quotation on the SGX-ST, the Rights Shares, the Warrants and the New Shares when issued, will be traded under the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Rights Shares effected through the SGX-ST and/or CDP shall be made in accordance with CDP's "Terms and Conditions for Operation of Securities Accounts with The Central Depository (Pte) Limited", as the same may be amended from time to time. Copies of the above are available from CDP.

7.4 **To facilitate scripless trading, Entitled Scripholders and their Renouncees who wish to accept the Rights Shares with Warrants provisionally allotted to them and (if applicable) apply for Excess Rights Shares with Warrants, and who wish to trade the Rights Shares and Warrants issued to them on the SGX-ST under the book entry (scripless) settlement system, should open and maintain Securities Accounts with CDP in their own names if they do not already maintain such Securities Accounts in order that the number of Rights Shares and Warrants and, if applicable, the Excess Rights Shares and Warrants that may be allotted to them can be credited by CDP into their Securities Accounts. Entitled Scripholders and their Renouncees who wish to accept and/or apply for the Excess Rights Shares with Warrants and have their Rights Shares and Warrants credited into their Securities Accounts must fill in their Securities Account numbers and/or National Registration Identity Card ("NRIC")/ passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL. Entitled Scripholders and their Renouncees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers or registration numbers (for corporations) or who provide incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose particulars provided in the forms comprised in the PAL differ from those particulars in their Securities Accounts currently maintained with CDP will be issued physical certificates in their own names for the Rights Shares and Warrants allotted to them and if applicable, the Excess Rights Shares and Warrants allotted to them. Such physical certificates, if issued, will not be valid for delivery pursuant to trades done on the SGX-ST under the book entry (scripless) settlement system, although they will continue to be *prima facie* evidence of legal title.**

7.5 If the Entitled Scripholders' addresses stated in the PAL are different from their addresses registered with CDP, they must inform CDP of their updated addresses promptly, failing which the notification letters, on successful allotment will be sent to their addresses last registered with CDP.

7.6 A holder of physical share certificate(s), or an Entitled Scripholder who has not deposited his share certificate(s) with CDP but who wishes to trade on the SGX-ST, must deposit with CDP his existing share certificate(s), together with the duly executed instrument(s) of transfer in favour of CDP, and have his Securities Account credited with the number of Rights Shares, Warrants or existing Shares, as the case may be, before he can effect the desired trade.

7.7 **THE FINAL TIME AND DATE FOR ACCEPTANCES AND/OR APPLICATIONS AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IS 5:00 P.M. ON 23 MARCH 2016 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY).**

7.8 **Personal Data Privacy**

By completing and delivering the PAL, an Entitled Scripholder (i) consents to the collection, use and disclosure of his personal data by the Share Registrar, CDP, the SGX-ST and the Company (the "**Relevant Persons**") for the purposes of facilitating his application for the Rights Shares with Warrants and (if applicable) his application for Excess Rights Shares with Warrants, and in order for the Relevant Person to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law, and (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

## ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATIONS THROUGH AN ATM OF A PARTICIPATING BANK

The procedures for Electronic Applications through ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks ("**Steps**"). Please read carefully the terms and conditions of this Offer Information Statement, the Steps and the terms and conditions for Electronic Applications set out below before making an Electronic Application. An ATM card issued by one Participating Bank cannot be used to accept and (if applicable) apply for Rights Shares with Warrants and Excess Rights Shares with Warrants (if applicable) at an ATM belonging to other Participating Banks. Any Electronic Application which does not strictly conform to the instructions set out on the screens of the ATM through which the Electronic Application is made will be rejected.

Any reference to the "**Applicant**" in the terms and conditions for Electronic Applications and the Steps shall mean the Entitled Depositor or his Renouncee or the Purchaser of the provisional allotment who accepts or (as the case may be) who applies for the Rights Shares with Warrants through an ATM of a Participating Bank. An Applicant must have an existing bank account with, and be an ATM cardholder of, one of the Participating Banks before he can make an Electronic Application through an ATM of that Participating Bank. The actions that the Applicant must take at ATMs of the Participating Banks are set out on the ATM screens of the relevant Participating Banks. Upon the completion of his Electronic Application transaction, the Applicant will receive an ATM transaction slip ("**Transaction Record**"), confirming the details of his Electronic Application. The Transaction Record is for retention by the Applicant and should not be submitted with any ARE or ARS.

For investors who hold Shares through finance companies or Depository Agents or CPFIS Members who had bought Shares under the CPFIS-OA, acceptances of the Rights Shares with Warrants and/or (if applicable) applications for Excess Rights Shares with Warrants must be done through the respective finance companies, Depository Agents or approved CPF agent banks. Such investors and CPFIS Members are advised to provide their respective finance companies, Depository Agents or approved CPF agent banks, as the case may be, with the appropriate instructions early in order for such intermediaries to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. Any acceptance and/or application made directly through CDP, Electronic Applications, the Share Registrar and/or the Company will be rejected.

For Renouncees of Entitled Shareholders or Purchasers whose purchases are settled through finance companies or Depository Agents, acceptances of the Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants must be done through the respective finance companies or Depository Agents. Such Renouncees or Purchasers are advised to provide their respective finance companies or Depository Agents, as the case may be, with the appropriate instructions early in order for such intermediaries to make the relevant acceptances on their behalf by the Closing Date. Any acceptances of the Rights Shares with Warrants made directly through the CDP, the Share Registrar, the Company and/or Electronic Applications, will be rejected.

**An Applicant, including one who has a joint bank account with a Participating Bank, must ensure that he enters his own Securities Account number when using the ATM card issued to him in his own name. Using his own Securities Account number with an ATM card which is not issued to him in his own name will render his acceptance or (as the case may be) Excess Application liable to be rejected.**

The Electronic Application shall be made on, and subject to, the terms and conditions of this Offer Information Statement including, but not limited to, the terms and conditions appearing below:

1. In connection with his Electronic Application for the Rights Shares with Warrants, the Applicant is required to confirm statements to the following effect in the course of activating the ATM for his Electronic Application:

   **(a) that he has received a copy of this Offer Information Statement and has read, understood and agreed to all the terms and conditions of acceptance and (as the case may be) application for the Rights Shares with Warrants under the Rights cum Warrants Issue and this Offer Information Statement prior to effecting the Electronic Application and agrees to be bound by the same; and**

   **(b) that he consents to the disclosure of his name, NRIC/passport number, address, nationality, CDP Securities Account number, CPF Investment Account number, SRS account number and application details (the "Relevant Particulars") from his account with that Participating Bank to the Share Registrar, Warrant Agent, Securities Clearing & Computer Services (Pte) Ltd, CDP, CPF Board, the SGX-ST and the Company (the "Relevant Parties").**

   His application will not be successfully completed and cannot be recorded as a completed transaction in the ATM unless he presses the "Enter" or "OK" or "Confirm" or "Yes" key, as the case may be. By doing so, the Applicant shall be treated as signifying his confirmation of each of the two statements above. In respect of statement 1(b) above, his confirmation, by pressing the "Enter" or "OK" or "Confirm" or "Yes" key, as the case may be, shall signify and shall be treated as his written permission, given in accordance with the relevant laws of Singapore including Section 47(2) and the Third Schedule of the Banking Act, Chapter 19, of Singapore to the disclosure by that Participating Bank of the Relevant Particulars of his account with that Participating Bank to the Relevant Parties.

2. An Applicant may make an Electronic Application through an ATM of any Participating Bank for the Rights Shares with Warrants using cash only by authorising such Participating Bank to deduct the full amount payable from his bank account with such Participating Bank.

3. The Applicant irrevocably agrees and undertakes to subscribe for and to accept up to the aggregate of the number of Rights Shares with Warrants provisionally allotted and Excess Rights Shares with Warrants applied for as stated on the Transaction Record or the number of Rights Shares with Warrants standing to the credit of his Securities Account as at the close of the Rights cum Warrants Issue. In the event that the Company decides to allot any lesser number of Excess Rights Shares with Warrants or not to allot any number of Excess Rights Shares with Warrants to the Applicant, the Applicant agrees to accept the decision as final.

4. If the Applicant's Electronic Application is successful, his confirmation (by his action of pressing the "Enter" or "OK" or "Confirm" or "Yes" key on the ATM) of the number of Rights Shares with Warrants accepted and/or Excess Rights Shares with Warrants applied for shall signify and shall be treated as his acceptance of the number of Rights Shares with Warrants accepted and/or Excess Rights Shares with Warrants applied for that may be allotted to him.

5. In the event that the Applicant accepts the Rights Shares with Warrants by way of the ARE and/or the ARS (as the case may be) and/or by way of acceptance through the Electronic Application through an ATM of a Participating Bank, CDP shall be authorised and entitled to accept the Applicant's instructions in whichever mode or a combination thereof as CDP may, in its absolute discretion, deem fit. In determining the number of Rights Shares with Warrants which the Applicant has validly given instructions to accept, the Applicant shall be deemed to have irrevocably given instructions to accept the lesser of the number of provisionally allotted Rights Shares with Warrants which are standing to the credit of his Securities Account as at the Closing Date and the aggregate number of Rights Shares with Warrants which have been accepted by the Applicant by way of the ARE and/or the ARS (as the case may be) and by Electronic Application through an ATM of a Participating Bank. CDP, in determining the number of Rights Shares with Warrants which the Applicant has validly given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Rights Shares with Warrants, whether by way of Cashier's Order or Banker's Draft drawn on a bank in Singapore accompanying the ARE and/or the ARS, or by way of the acceptance through Electronic Application through an ATM of a Participating Bank.

6. If applicable, in the event that the Applicant applies for Excess Rights Shares with Warrants by way of ARE and by Electronic Application through an ATM of a Participating Bank, CDP shall be authorised and entitled to accept the Applicant's instructions in whichever mode or a combination thereof as CDP may, in its absolute discretion, deem fit. In determining the number of Excess Rights Shares with Warrants which the Applicant has validly given instructions for the application of, the Applicant shall be deemed to have irrevocably given instructions to apply for and agreed to accept such number of Excess Rights Shares with Warrants not exceeding the aggregate number of Excess Rights Shares with Warrants for which he has applied by way of ARE and by way of application through Electronic Application through an ATM of a Participating Bank. CDP, in determining the number of Excess Rights Shares with Warrants which the Applicant has given valid instructions for the application, shall be authorised and entitled to have regard to the aggregate amount of payment received for the application of the Excess Rights Shares with Warrants, whether by way of Cashier's Order or Banker's Draft drawn on a bank in Singapore accompanying the ARE, or by way of application through Electronic Application through an ATM of a Participating Bank.

7. The Applicant irrevocably requests and authorises the Company to:

   (a) register or to procure the registration of the Rights Shares with Warrants allotted to the Applicant in the name of CDP for deposit into his Securities Account;

   (b) return (without interest or any share of revenue or other benefit arising therefrom) the acceptance/application monies, should his Electronic Application in respect of the Rights Shares with Warrants and/or Excess Rights Shares with Warrants applied for not be accepted by the Company for any reason, by automatically crediting the Applicant's bank account with his Participating Bank with the relevant amount within fourteen (14) days after the Closing Date; and

   (c) return (without interest or any share of revenue or other benefit arising therefrom) the balance of the application moneys, should his Electronic Application for Excess Rights Shares with Warrants be accepted in part only, by automatically crediting the Applicant's bank account with his Participating Bank with the relevant amount within fourteen (14) days after the Closing Date.

8. **BY MAKING AN ELECTRONIC APPLICATION, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING/APPLYING FOR THE RIGHTS SHARES WITH WARRANTS AS A NOMINEE OF ANY OTHER PERSON.**

9. The Applicant irrevocably agrees and acknowledges that his Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses and theft (in each case whether or not within the control of CDP, the Participating Banks, the Company and/or the Share Registrar) and any events whatsoever beyond the control of CDP, the Participating Banks, the Company and/or the Share Registrar, and if, in any such event, CDP, the Participating Banks, the Company and/or the Share Registrar do not record or receive the Applicant's Electronic Application by **9.30 p.m. on 23 MARCH 2016**, or such data or the tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, the Applicant shall be deemed not to have made an Electronic Application and the Applicant shall have no claim whatsoever against CDP, the Participating Banks, the Company and/or the Share Registrar for any purported acceptance thereof and (if applicable) Excess Application therefor, or for any compensation, loss or damage in connection therewith or in relation thereto.

10. **Electronic Applications may only be made through ATMs of the Participating Banks from Mondays to Saturdays between 7.00 a.m. and 9.30 p.m., excluding public holidays.**

11. **Electronic Applications shall close at 9.30 p.m. on 23 MARCH 2016,** or such other time as the Directors may, in their absolute discretion, decide (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

12. All particulars of the Applicant in the records of his Participating Bank at the time he makes his Electronic Application shall be deemed to be true and correct and the relevant Participating Bank and the Relevant Parties shall be entitled to rely on the accuracy thereof. If there has been any change in the particulars of the Applicant after the time of the making of his Electronic Application, the Applicant shall promptly notify his Participating Bank.

13. The Applicant must have sufficient funds in his bank account(s) with his Participating Bank at the time he makes his Electronic Application, failing which his Electronic Application will not be completed. Any Electronic Application made through ATMs of the Participating Banks which does not strictly conform to the instructions set out on the ATM screens of such Participating Banks will be rejected.

14. Where an Electronic Application is not accepted, it is expected that the full amount of the acceptance/ application moneys will be refunded in Singapore dollars (without interest or any share of revenue or other benefit arising therefrom) to the Applicant by being automatically credited to the Applicant's bank account with the relevant Participating Bank within fourteen (14) days after the Closing Date. An Electronic Application may also be accepted in part, in which case the balance amount of acceptance/ application moneys will be refunded on the same terms.

15. In consideration of the Company arranging for the Electronic Application facility through the ATMs of the Participating Banks and agreeing to close the Rights cum Warrants Issue at **9.30 p.m. on 23 MARCH 2016**, and by making and completing an Electronic Application, the Applicant agrees that:

    (a) his Electronic Application is irrevocable (whether or not, to the extent permitted by law, any supplementary document or replacement document referred to in Section 241 of the SFA is lodged with the Authority);

    (b) his Electronic Application, the acceptance by the Company and the contract resulting therefrom shall be governed by and construed in accordance with the laws of Singapore and he irrevocably submits to the non-exclusive jurisdiction of the Singapore courts;

    (c) none of the Company, CDP, the Participating Banks nor the Share Registrar shall be liable for any delays, failures or inaccuracies in the recording, storage or in the transmission or delivery of data relating to his Electronic Application to the Company or CDP due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 9 above or to any cause beyond their respective control;

    (d) he will not be entitled to exercise any remedy of rescission or misrepresentation at any time after acceptance of the provisionally allotted Rights Shares with Warrants and (if applicable) acceptance of his application for Excess Rights Shares with Warrants;

    (e) in respect of the Rights Shares with Warrants for which his Electronic Application has been successfully completed and not rejected, acceptance of the Applicant's Electronic Application shall be constituted by written notification by or on behalf of the Company and not otherwise, notwithstanding any payment received by or on behalf of the Company; and

    (f) unless expressly provided to the contrary in this Offer Information Statement or the Electronic Application with respect to enforcement against the Applicant, a person who is not a party to any contracts made pursuant to this Offer Information Statement or the Electronic Application has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of such contracts. Notwithstanding any term contained in this Offer Information Statement or the Electronic Application, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

16. The Applicant should ensure that his personal particulars as recorded by both CDP and the relevant Participating Banks are correct and identical, otherwise, his Electronic Application may be liable to be rejected. The Applicant should promptly inform CDP of any change in his address, failing which the notification letter on successful allotment and other correspondence will be sent to his address last registered with CDP.

17. The existence of a trust will not be recognised. Any Electronic Application by an Applicant must be made in his own name and without qualification. The Company will reject any application by any person acting as nominee.

18. In the event that the Applicant accepts or subscribes for the provisionally allotted Rights Shares with Warrants or (if applicable) applies for Excess Rights Shares with Warrants, as the case may be, by way of the ARE and/or the ARS and/or by way of Electronic Application through any ATM of the Participating Banks, the provisionally allotted Rights Shares with Warrants and/or Excess Rights Shares with Warrants will be allotted in such manner as the Company or CDP may, in their absolute discretion, deem fit and the surplus acceptance and (if applicable) application moneys, as the case may be, will be refunded, without interest or any share of revenue or other benefit arising therefrom, within fourteen (14) days after the Closing Date by any one or a combination of the following:

    (a) by means of a crossed cheque sent **BY ORDINARY POST AT HIS OWN RISK** to his mailing address as maintained with the records of CDP if he accepts and (if applicable) applies through CDP; and

    (b) crediting the Applicant's bank account with the Participating Bank at his own risk if he accepts and (if applicable) applies through an ATM of that Participating Bank.

19. The Applicant hereby acknowledges that, in determining the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants which he can validly accept, the Company and CDP are entitled, and the Applicant hereby authorises the Company and CDP, to take into consideration:

    (a) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants which the Applicant has validly accepted, whether under the ARE and/or the ARS or any other form of acceptance (including Electronic Application through an ATM) for the Rights Shares with Warrants;

    (b) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants standing to the credit of the Applicant's Securities Account which is available for acceptance; and

    (c) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants which has been disposed of by the Applicant.

    The Applicant hereby acknowledges that the Company's and CDP's determination shall be conclusive and binding on him.

20. The Applicant irrevocably requests and authorises the Company and/or CDP to accept instructions from the Participating Bank through whom the Electronic Application is made in respect of the provisional allotment of Rights Shares with Warrants accepted by the Applicant and (if applicable) the Excess Rights Shares with Warrants which the Applicant has applied for.

21. With regard to any application which does not conform strictly to the instructions set out under the Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for the Right Shares with Warrants in relation to the Rights cum Warrants Issue or which does not comply with the instructions for Electronic Application or with the terms and conditions of this Offer Information Statement, or in the case of an application by the ARE, the ARS, the PAL and/or any other application form for the Rights Shares with Warrants in relation to the Rights cum Warrants Issue which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance, the Company may, at its absolute discretion, reject or treat as invalid any such application and present for payment or other processes all remittances at any time after receipt in such manner as it may deem fit.

22. The Company and CDP shall be entitled to process each application submitted for the acceptance of Rights Shares with Warrants, and where applicable, application of Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Shareholder, on its own, without regard to any other application and payment that may be submitted by the same Entitled Shareholder. For the avoidance of doubt, insufficient payment for an application may render the application invalid; evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application and (if applicable) application for Excess Rights Shares with Warrants.

Dated this 8th day of March 2016.

**THE DIRECTORS OF NEW SILKROUTES GROUP LIMITED.**

**CAI SUI XIN**
**Chairman and Executive Director**

**LAU YU**
**Vice Chairman and Executive Director**

**DR GOH JIN HIAN**
**Executive Director and**
**Chief Executive Officer**

**LEE SOEK SHEN**
**Executive Director**

**HO SHENG**
**Independent and Non-Executive Director**

**FRANK YU**
**Independent and Non-Executive Director**

**CHEN CHOU MEI MEI VIVIEN**
**Independent and Non-Executive Director**

**OO CHEONG KWAN KELVYN**
**Independent and Non-Executive Director**

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